

SUFFOLK COUNTY BID REQUEST

BID/LETTING #: 18-14.9.11

DPW EQUIPMENT

INVITATION: THIS IS AN INVITATION TO SUBMIT A SEALED BID FOR THE FURNISHING OF SUPPLIES, EQUIPMENT AND/OR SERVICES SUBJECT TO THE TERMS AND CONDITIONS AND SPECIAL INSTRUCTIONS OF THIS BID. BIDS MUST BE RECEIVED AND DATE STAMPED PRIOR TO THE PUBLIC BID OPENING AT 11:00 AM ON THURSDAY, SEPTEMBER 11, 2014

MAIL OR DELIVER BIDS/LETTINGS TO:
COUNTY OF SUFFOLK, NY – DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICE, 335 YAPHANK AVENUE, YAPHANK NY 11980-9744

MARK BIDS/LETTINGS AS FOLLOWS:

RUSH BID TO PA: ANN BRAVICO

OPENING DATE: 9/11/2014

BID/LETTING #: 18-14.9.11

NIGP CODE: 760

DELIVERY TO:

REQUIRED DELIVERY DATE:

STATE BEST DELIVERY: _____

FOR ADDITIONAL INFORMATION CONTACT:

ANN BRAVICO @ 631-852-4215

ONLY THE FOLLOWING ITEMS MUST BE FILLED OUT AND THE ORIGINAL COPIES SUBMITTED WITH THIS BID.

- 221B- BID REQUEST FORM – SIGNED IN INK
- ALL PAGES WITH PRICING, WAGES, AND MODEL NUMBERS; ALONG WITH SPECIFICATIONS FOR ANY ALTERNATE BIDS

THE FOLLOWING FORMS WILL BE REQUIRED FROM THE LOW BIDDER ONLY UPON REQUEST.

- SCEx FORM 22 – PUBLIC DISCLOSURE STATEMENT (MUST BE NOTARIZED)
- FTS FORM – STATEMENT OF NON-COLLUSION
- DOL – LO1 UNION ORGANIZATION CERTIFICATE / DECLARATION
- LHE-1 AND LHE-2 – LAWFUL HIRING (MUST BE NOTARIZED)
- LL52-2012 DISQUALIFICATION OF NON-RESPONSIVE BIDDERS
- LOBBYING CERTIFICATION FORM

BIDDER'S ACCEPTANCE – ALL BIDS MUST BE SIGNED IN INK.

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH ANY OR ALL OF THE ITEMS ON WHICH PRICES ARE QUOTED, AT THE PRICE AND DELIVERY TIME INDICATED, SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

FIRM NAME – PRINT ABOVE

FEDERAL TAX ID NUMBER

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEBSITE ADDRESS

CONTACT NAME - PRINT

AUTHORIZED SIGNATURE

DATE

DPW EQUIPMENT

- THE CONTRACT SHALL BE FOR A PERIOD OF ONE (1) YEAR AND MAY BE EXTENDED UP TO FOUR (4) TIMES, FOR INDIVIDUAL TERMS NOT TO EXCEED ONE YEAR, BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND SUFFOLK COUNTY. THE ORIGINAL CONTRACT PERIOD, PLUS EXTENSIONS, SHALL NOT EXCEED FIVE (5) YEARS TOTAL.



For each item, please place an X in the appropriate space (Yes ___ No ___) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please feel free to attach extra sheets. When doing this, be sure your description references the appropriate question number. The bidder shall indicate an appropriate response in EVERY SPACE in the respondents section. This may be a "YES", indicating COMPLETE COMPLIANCE with the specification, or a DETAILED DESCRIPTION of any and all deviations. If it is necessary to bid alternate equipment or to take exceptions to the specification as set forth, this must be so stated in your bid

ITEM 1 - A NEW 2014 TIER IV COMPLIANT RUBBER TRACK LOADER SUCH AS THE TAKEUCHI TL10 HIGH-FLOW OR APPROVED EQUAL. THIS SPECIFICATION IS NOT TO BE INTERPRETED AS RESTRICTIVE BUT RATHER AS A MEASURE OF THE STANDARDS WHICH ALL OTHER RUBBER TRACK LOADERS SHALL BE MEASURED

	YES	NO
ENGINE		
Liquid-cooled, turbo-charged Kubota/V3800CRT, common rail injection diesel.		
Minimum of four cylinders		
92 Gross h.p. minimum @ 2600 r.p.m.		
90.7 h.p. Minimum @ 2600 r.p.m.		
Engine must be EPA Rating Interim Tier IV		
Must have cold weather starting and shall consist of an electric intake manifold pre-heater		
Engine must have a minimum of 230 cu. in. total displacement		
A minimum of 247ft. lb. of torque @ 1850 r.p.m.		
Dual element air cleaner with Factory installed centrifugal style pre-cleaner		
Glow-plugs must be provided as standard equipment.		
Must have 12-volt system with minimum 600CCA battery.		
Alternator shall be a minimum of 80 amp		
Engine must have a minimum of 250 hour oil change intervals.		
Must have economy mode selector.		
Engine monitoring system standard with auto engine shut-down		
Must be equipped with a Diesel Particulate Filter (DPF) is used to help control particulate emissions (soot).		
Cooled Exhaust Gas Recirculation (CEGR) is used to help reduce NOx (Oxides of Nitrogen) (Emissions).		
Swing-out cooler module place the hydraulic oil cooler and engine coolers side-by-side for optimal performance.		
DRIVE/UNDERCARRIAGE		
Hydrostatic drive system, variable piston pumps.		
Hydrostatic pump directly coupled to engine via a flex coupler with hydraulic oil flow to high torque, radial piston hydraulic motors		
Hydrostatic pumps must have a maintenance free design such as the flex coupler. (no belt drive pumps will be accepted).		
High-mount sprocket drive design		
Steel mandrills must be imbedded inside track design.		
Compact Track Loader shall be fitted with permanently welded side frame and will have structural cross-members integrated in framework.		
Must have hydrostatic 2-speed drive, forward & reverse controlled by a switch on joystick control lever		
Carriage has all steel, sealed bearing bottom rollers, five (5) per carriage side.		
Must be fully hydrostatic drive system.		

	YES	NO
Track rollers shall be out-side running, permanently sealed, w/precision material face seals		
Loader must have two-speed transmission as standard equipment		
Loader must have outboard double reduction planetary final drives for durability and efficient power transfer to tracks.		
Sprockets run off planetary drives to be a minimum of 17" diameter		
Undercarriage must have double rear idlers mounted on the outside of track a minimum of 12" diameter		
A large front idler shall be 17" minimum diameter.		
Undercarriage shall be a one-piece welded chassis.		
(No moving suspension parts or exposed hoses.)		
Loader shall be equipped w/permanently mounted side frames.		
Ground contact of tracks 58.9" minimum		
Structural cross-members must be integrated into the framework		
CONTROLS		
Pilot operated hydraulic joystick controls with button mounted on front of drive lever for high/low speed, via a trigger. (No electric over hydraulic joysticks will be accepted)		
Forward, reverse, speed, and steering must be controlled single pilot operated joystick with hydraulic power assist.		
Loader arm and bucket functions shall be controlled by single pilot operated joystick		
Must have electric over hydraulic control of the loader arm float with detent position		
Unit must have foot and hand throttle		
Working mode switch, for 3 settings; power, normal and economy		
LOADER		
Loader must come equipped with "Ride Control" to help retain material in bucket		
Loader arms must be a radial lift design		
Lift and tilt functions to be controlled by a right hand joystick.		
Loader must have two lift and two dump cylinders.		
Bucket float position must be engaged by a push button on the right hand joystick control lever.		
A maximum of 12-Pivot Pins on entire loader arm design.		
Hoses must be guarded for abrasion resistance.		
Front attachments must be a universal style quick coupler.		
Loader arm must feature hydraulic bucket self leveling (up only).		
Hydraulic quick attach shall be standard and operated from inside cab and shall work off of pilot pressure		
Quick attach must be equipped w/adjustable bucket dump stops to prevent hyper extension of bucket tilt cylinders.		
Loader arms cylinder must have cushioned arm cylinder to reduce shock.		
Loader arm must not have exposed hydraulic lines and must be steel, with exception to pivot points (No exposed hoses at pivot points will be accepted)		

	YES	NO
AUXILIARY CONTROLS		
Auxiliary hydraulic circuit must be two-way (dual acting) and must be plumbed to end of loader arm.		
Auxiliary hydraulic controls must be operated by push-button on joystick		
Must have proportionate rocker.		
Proportional rocker switch control for auxiliary hydraulics w/detent function shall be included as standard, on joystick.		
14-Pin electrical connector mounted on outside of machine, push button control on right joystick included as standard		
Auxiliary hydraulic select settings (3-position) 100%, default to 75%, default to 50% to match flow requirements for different attachments.		
INSTRUMENTS		
Instrument LED/LCD panel and condition indicators mounted right side within the operators line of sight.		
Charging system warning light		
Coolant temperature warning light		
Hydraulic temperature warning light		
Engine preheat indicator light, illuminated until pre-heating is complete		
Engine power mode indicator (POWER MODE)		
Engine mode indicator (ECO MODE)		
Auxiliary hydraulic work mode indicator (I, II, III) work modes		
Engine fault warning light		
Engine oil pressure warning light		
Air filter restriction warning light		
Hydraulic filter restriction warning light		
High speed travel indicator		
Bucket float indicator		
Date Center: hour, meter, tachometer		
Machine must be equipped with emergency engine shut down switch.		
GAUGES (The following three gauges shall be standard)		
Fuel		
Coolant temperature		
Hour meter gauges		
HYDRAULICS: (Machine shall be equipped standard with high flow hydraulics)		
Unit must have an independent steel hydraulic reservoir mounted outboard for easy access		
(Plastic hydraulic tanks will not be accepted)		
Large rear hydraulic cooler shall swing out of the way for good engine access		
Standard auxiliary flow shall be a minimum of 20.0 G.P.M		
Auxiliary high flow shall be a minimum of 36.3 G.P.M		
Loader must have a gear type pump.		

		YES	NO
	Hydraulic oil shall be 10W30 engine oil.		
	Auxiliary hydraulics must be two-way (dual-acting) with detent mode.		
	Auxiliary hydraulics must have selectable low or high flow option from inside cab		
	System pressure to be a minimum 3,000 PSI.		
	Four double-acting cylinders must have a minimum 3,300 PSI rating.		
	Flat faced pressure releasing hydraulic couplers as standard equipment.		
	Machine must be equipped with a total of 5 hydraulic couplers		
	(2) 3/4" Couplers for standard flow attachments		
	(2) 1 1/4" Couplers for high flow attachments		
	(1) 1/2" Coupler for a case drain back to tank		
	Machine shall be equipped with a 1/2" and 3/4" pressure releasing coupler block.		
	Machine must come standard with 2 nd auxiliary circuit with a minimum of 17 GPM		
	TRACKS		
	Loader must have two heavy duty rubber tracks with steel belting and steel mandrills imbedded inside of tracks.		
	Tracks shall be hydraulically adjusted using a grease gun and require no special tools		
	The tracks shall have a block style pattern.		
	Tracks shall be steel belted "Bridgestone" OEM tracks, delivered with machine.		
	Tracks must have a minimum track width of 17.7".		
	Maximum ground pressure of 4.5 PSI		
	Tractive effort or draw-bar pull to be a minimum of 11,067lbs.		
	The tracks must be tucked into machine		
	The track contact length must be a minimum of 58.9".		
	Minimum track contact area of 1,062 square inches.		
	CAB & SAFETY EQUIPMENT		
	Operator cab must meet SAE specifications J1040 and J1043 for rollover protective structure (R.O.P.S.) and falling object protection (F.O.P.S.), and be of Level II certification.		
	Cab must be fully enclosed with heat and air conditioning w/replaceable air filter		
	Cab must be sealed and pressurized to rating of 70 PA minimum to maintain a comfortable operating environment		
	Cab must be furnished with a deluxe high back six-way suspension seat w/three height adjustments and weight adjustment		
	Hand and foot throttle shall be standard		
	Front door of cab must be a glass roll-up door with a wiper and washer.		
	Roll-up door can be opened regardless of boom attachment position and can be locked in the open position for operation		
	Cab must be equipped with a top view window		
	The top section of the side windows must slide up and down with fixed bottom side window sections.		
	Rear window must pop out to act as an emergency exit.		

	YES	NO
Operator R.O.P.S/F.O.P.S cab must be capable of rotating backward for maintenance		
Cab front roll-up door must be ½" Polycarbonate		
Braking: shall be spring applied, hydraulically released, multiple wet friction disc brakes that automatically engage when lap bar is raised or engine is shut off.		
Rear work lights must be recessed into cab to prevent breakage.		
Track loader shall have two rear and two front work lights		
Unit must be equipped with a hydraulic activated back-up alarm		
Seat belt will be provided.		
Additional operator's protection shall be provided by a seat bar which shall prevent lift-arm and tilt operation, auxiliary hydraulics, and activate brakes when in the up position		
Grab handles must be provided to assist the operator with mounting and dismounting of the loader and must be replaceable (bolt-on).		
The track loader must include a horn and a back-up alarm as standard equipment		
The loader shall be painted Red and Gray.		
Loader shall have a hydraulic quick attach lock and unlock switch in cab		
STANDARD FEATURES		
Must be equipped with selectable power modes allow the operator to match the engine performance to the job.		
Eco mode can provide up to 15% fuel savings while still offering maximum torque and good power characteristics		
Normal mode offers a good mix of power and economy for general work, approximately 97% of the engine rating		
Power mode produces peak engine power for maximum performance		
Eco mode limits engine speed to 2,400 rpm.		
When engine load is less than 30%, speed will decrease to 2,040 rpm after 8 seconds		
When power demand exceeds 30% the engine speed will return to the throttle position setting		
Must have the capability to control regeneration with 3-modes		
3-Position Regeneration Switch 1 st <u>Prohibit Regeneration Mode:</u> Prevents active regeneration in sensitive environments 2 nd <u>Auto Regeneration Mode:</u> Allows active regeneration when necessary to extend the life of the Diesel Particulate Filter (DPF). 3 rd <u>Manual Regeneration Mode:</u> Allows the operator to enter into active regeneration if necessary		
Must have variable flow auxiliary hydraulics offers three easy to select settings that can be programmed to match the flow requirements of the attachment		
Setting I 100% of Flow		
Setting II 0-100% Factory default is 75%		
Setting III 0-100% Factory default is 50%		

		YES	NO
	Improved arm float operation allow for easier detent also includes a status indicator on the gauge panel.		
	BUCKET		
	Rubber track loader must come complete with a 76" heavy duty dirt/construction bucket with 5/8" reversible bolt on cutting edge and side cutters		
	20.3 SAE heaped ft³ minimum capacity		
	DIMENSIONS		
	Length (w/bucket) Minimum 12' 6"		
	Width to outside of tracks Maximum of 69.7"		
	Height Minimum 89.4"		
	Operating Weight Minimum 10,516 lbs.		
	Bucket Rating (heaped) Minimum 20.3 cubic ft.		
	Ground Clearance Minimum 12.8		
	Height to Bucket Hinge Pin Minimum 122.6"		
	Cutting Edge Clearance Height (Dirt Bucket – Full Dump) Minimum 93"		
	Reach fully raised Minimum 34.4"		
	Angle of Departure Minimum 29.2°		
	Bucket Rollback at Ground Level Minimum 30°		
	Dump Angle at Full Height Minimum 38.5°		
	Dump Height Fully Raised Minimum 95.8"		
	PERFORMANCE		
	Cycle Time Raise Full Load Minimum 4.6 sec.		
	Lower No Load Minimum 3.0 sec.		
	Dump Full Load Minimum 3.0 sec.		
	Curl Full Load Minimum 2.0 sec		
	Travel Speed – Low Minimum 0-4.6 mph		
	Travel Speed – High Minimum 0-7.2 mph		
	Rated Tipping Load Capacity (SAE) Minimum 6,867 lbs.		
	Rated Operating Load (SAE) 50% Tip Minimum 3,434 lbs.		
	Rated Operating Load (SAE) 35% Tip Minimum 2,403lbs		
	Bucket Breakout Force Minimum 7,400 lbs.		
	Lift arm Breakout force Minimum 7,425 lbs.		
	Ground Pressure Minimum 4.4 PSI		
	STANDARD FLUID CAPACITIES		
	Fuel Tank Minimum 23.8 gallons		
	Hydraulic Reservoir Minimum 12.7 gallons		
	Total Hydraulic System Capacity Minimum 19.8 gallons		
	Engine Oil Minimum 14 quarts		
	Engine Coolant Minimum 16.4 quarts		
	VENDOR REQUIREMENTS		
	Two (2) set of keys used in the rubber track loader.		
	Two (2) set of operator's parts & service manual in CD form.		
	Vendor shall maintain a fully equipped road service vehicle capable of performing road service to the unit in the event that it may become inoperable in the field		
	Vendor must be local authorized representative for product being bid		
	Vendor must provide on site training for proper loader use.		
	Vendor is responsible for pick-up and delivery while under warranty.		

ITEM NO. 2 - NEW 2014 4000LB. LIFT CAPACITY SKID STEER LOADER SUCH AS THE GEHL V400 OR APPROVED EQUAL. THIS SPECIFICATION IS NOT TO BE INTERPRETED AS RESTRICTIVE BUT RATHER AS A MEASURE OF THE STANDARDS WHICH ALL OTHER RUBBER TRACK LOADERS SHALL BE MEASURED

		YES	NO
	ENGINE		
	Cylinders: Minimum of four (4)		
	Make: Cummins QSB 4.5 Turbo charged liquid cooled diesel engine (Tier III)		
	Gross Horse Power: Minimum of 99hp @ 2200 R.P.M.		
	Mechanical Injection Pump and Throttle Linkage:		
	(2) Throttle levers, (1) Foot pedal operated and (1) Hand operated		
	Cold Start: Engine must be equipped with an intake grid heater		
	Displacement: Minimum of 272 cubic inches		
	Torque: Minimum of 326 ft/lbs @ 1300 R.P.M.		
	Engine must auto-alert system for low oil pressure and high temp.		
	DIMENSIONS		
	Length (Without Attachment): 121.5" maximum		
	Width (Over Flotation Tires): 79.5" maximum		
	Height (With Operator Cab): 82" maximum		
	Operating Weight: 11,140lbs. minimum		
	Bucket Rating (SAE Heaped) Dirt-Type: 1 cu. yd. minimum		
	Bucket Width: 84" maximum		
	Ground Clearance – to chassis: 7.3" minimum		
	Wheel Base: 54.6" minimum		
	LOADER ARM DESIGN		
	Loader arms shall be a vertical lift design		
	Loader arms shall not be attached to any part of the machines cab.		
	Loader arms and lift cylinders shall be attached to loaders lower frame only.		
	Universal coupler shall be electro/hydraulic quick disconnect from seat of machine		
	PERFORMANCE		
	Clearance Circle, Front (with Bucket): 88.5" minimum		
	Height to Bucket Hinge Pin: 144" minimum		
	Dump reach at Maximum Height: 39.5" minimum		
	Rollback at Full Height: 100° minimum		
	Max. Rollback at Ground: 31°		
	Dump Angle: 31°		
	Travel Speed – 1 st Speed: 0-6.5 mph		
	2-Speed shall be standard equipment 0-11.2 mph		
	Tipping Capacity – (SAE): 8,000lbs minimum		
	Rated Operating Load – (SAE) Minimum without any counterweights: 4,000lbs.		
	Bucket Break-out Force – Minimum: 9,125lbs.		
	STANDARD FLUID CAPACITIES		
	Fuel Tank: Minimum 31.25 gallons		
	Hydraulic Reservoir: Minimum 16.75 gallons		
	Engine Oil: Minimum 14.8 quarts		
	Engine Coolant: Minimum 16 quarts		

		YES	NO
	HYDRAULIC SYSTEM		
	Variable displacement piston pumps with load sensing connected to the flywheel through a maintenance free coupler.		
	An oversized swing out radiator/hydraulic cooler shall be standard equipment with high volume pusher fan design to exit heat from hydraulic and engine compartment		
	System pressure shall be a maximum of 3500 psi		
	Hydraulic oil level shall be easily viewed via a site glass upon opening rear door of unit while performing daily routine checks.		
	Independent Hydraulic Reservoir: minimum capacity 16.75 gallons		
	Auxiliary Std. Flow Circuit: minimum 32 gpm @ 3500 psi		
	Hi-flow: minimum of 40.8 gpm @ 3500 psi		
	Machine shall be equipped with a total of (5) five lines and couplers.		
	High-flow shall be bi-directional operated by a 2-position, lighted switch in cab.		
	High-flow shall be equipped with 1" flat faced couplers		
	Standard auxiliary lines shall be ¾" lines with flat faced couplers		
	Valves: Three spool, open center standard; lift (with float detent)		
	bucket tilt and auxiliary function standard equipment		
	Hydraulic bucket self leveling action to be provided as standard equipment		
	Loader shall employ a minimum of (4) cylinders minimum 3500 PSI (228 bar) rating		
	Boom Lift Cylinders: Bore: minimum 4"		
	Rod: minimum 2.5"		
	Stroke: minimum 16"		
	Bucket Tilt Cylinders: Bore: minimum 3.5"		
	Rod: minimum 1.75"		
	Stroke: minimum 16.25"		
	DRIVE SYSTEM		
	Hydrostatic pump directly coupled to the engine by means of a flex coupler which must be a maintenance free design, the hydraulic fluid flows to high torque wheel motors		
	Motors power planetary reduction, which drive heavy duty chains connected to axles (*Note: No belt drive pumps will be considered.*)		
	Two high torque wheel motors shall be mounted to the side frames driving two left and two right #100 super H-chains to each wheel		
	Drive chains shall be outboard mounted with side inspection covers for maintenance		
	Chain adjustments are performed at 1,000 hour intervals by simply loosening wheel bolts and sliding hub away from opposite wheel with an adjusting bolt min. of 2.625" diameter forged 1-piece axles.		
	Maintenance-free oil seals for wheel bearings		

		YES	NO
	Unit must be equipped with “Hydro Loc” braking system, so when the seat bar is raised or operator is off the seat the unit will automatically put the brakes & loader controls will not operate for safety		
	Brakes shall be spring applied and hydraulically released.		
	TRAVEL SPEED		
	Minimum of 6.5 miles per hour in standard mode.		
	Minimum 11.2 miles per hour in 2nd speed		
	TIRES		
	Skid steer must have (4) 14.00 x 17.5 H.D. 14 Ply Titan HE		
	Severe-duty 47/32 tread depth		
	CONTROLS		
	High-flow switch shall be mounted on dashboard with a light when on		
	High-flow shall be a bi-directional switch		
	Loader must be operated by pilot controls		
	Pilot controls shall be hydraulic not electric		
	Steering: Forward, reverse, speed and steering controlled by one independent hand control lever with hydraulic assist left side.		
	Lift Arm: Lift and tilt valves to be controlled by one independent hand control lever on right side		
	Machine shall have a 14-pin connector installed to run planer		
	Auxiliary valve controlled a button on pilot control lever		
	Push button float control shall be operated by button on right hand.		
	Loader must have a foot throttle on the right side of platform and hand throttle.		
	Ride control shall be activated by push button and shall be included as standard equipment		
	ELETRICAL SYSTEM		
	Batteries two (2) 650CCA 12-volt batteries as standard equipment with master disconnect switch		
	130 Amp alternator		
	Starter minimum of a 4kw		
	(4) Work lights, front (2), rear (2) halogens		
	Auto reset circuit breakers and fuses		
	One roof mounted strobe light to be mounted, hard wired to a key switch to always operate when machine is running, for safety		
	One reverse alarm shall be included		
	Horn shall be standard equipment		
	SAFETY EQUIPMENT		
	Operator canopy and side screens provided as standard equipment		
	Operator canopy to meet SAE standards J1040 and J/ISO 3449 for Rollover-protective-Structure and Falling-Object-Protective-Structure (R.O.P.S/F.O.P.S), and be of Level II certification		
	Operator R.O.P.S/F.O.P.S cab must be capable of tilting rearward for maintenance		
	Parking brake and work lights furnished as standard equipment		
	Horn and back-up alarm furnished as standard equipment.		
	2” Seat belt must be furnished as standard equipment.		

		YES	NO
	Additional operator protection shall be provided by a seat bar, which shall prevent lift arm and tilt operation, activate brakes, and prevent starting engine when device is not in operating position		
	Upper torso restraint must be provided for use with two-speed drive.		
	Grab handles must be provided as standard equipment to assist the operator mounting and dismounting the loader.		
	When boom is in lowered carry position operator must have 360° degree unobstructed vision from operator seat.		
	BUCKET		
	84" Dirt/construction bucket with reversible bolt on cutting edge 27 cu. ft. minimum		
	OPERATOR AREA		
	Deluxe headliner, rear window emergency exit, deluxe suspension seat with padded restraint bar		
	Gauges such as hour meter, fuel, engine temp., warning lights for hyd. temp, engine coolant, and battery charge seat belt and hyd. filter indicator shall be standard		
	2" Adjustable seatbelt shall be standard		
	Hand and foot operated throttle control shall be standard equipment		
	Steering in left hand for forward/reverse and left/right steering standard		
	Right side mounted pilot lever for lift, lower curl back and dump and float position shall be standard equipment.		
	Cab must be capable of being raised for maintenance by removing (2) bolts and pumping up cab with manual pump in rear of machine, by one person		
	STANDARD EQUIPMENT		
	<u>Cab Enclosure with Heat and Air Conditioning:</u>		
	Cab shall be a R.O.P.S guard with integral side screens, with sliding glass side windows, front glass door with windshield wiper and washer		
	Cab enclosure must come with heat and air conditioning installed at factory.		
	Cab must have a dome light		
	ATTACHMENT		
	OPTION 1 COLD PLANER:		
	Shall have all necessary hoses and couplers to fit Gehl V400		
	Planer must have a minimum of 30" cutting width		
	Cutting depth minimum of 6"		
	Tilt capability right or left 7 ½° degrees		
	Shipping weight minimum of 2,200lbs		
	Planer must have an open center drum design (no solid drums)		
	Planer must have four (4) outer leveling wheels with seal bearing		
	Planer must have no more than three (3) hydraulic lines and couplers.		
	Unit must have 3-position electronic controller to operate side shift, depth and tilt		
	Planer must have a minimum of 78 pics.		
	Planer must use high flow auxiliary hydraulics minimum of 40 G.P.M.		
	Side shift shall be a minimum of 24" travel.		
	Planer must have a front access door with hinges and turn buckles to tighten.		
	Planer must utilize center pivot design which puts the force of the skid steer directly over the cutting drum.		
	Main carrier bearings shall be greasable.		
	Unit shall come equipped with correct flat faced couplers to fit high-flow side of Gehl V400		

		YES	NO
	Planer must utilize a direct (HD) drive motor. (No planetary required)		
	Warranty 1 Year parts and labor		
	Vendor shall be authored dealer for unit being supplied.		
	Unit must be wired with a 14-pin connector.		
	Vendor must deliver and install planer onto Town owned machine.		
	Vendor shall also supply operator's manual with unit.		
	OPTION 2 SNOW BLOWER OPTION:		
	84" High-flow snow-blower to fit Gehl V-400 Skid Steer Loader		
	Must be universal mount type		
	Unit must plug into 14-pin connector on machine		
	Minimum working width 84"		
	Minimum cutting height 36"		
	Minimum hydraulic requirements 30-42 G.P.M.		
	Minimum fan diameter 26"		
	Minimum auger size 18"		
	Hydraulically controlled truck loading chute		
	Chute shall be poly lined		
	Chute shall have a minimum of a 280° radius		
	Minimum weight of 1240lbs.		
	Minimum number of hydraulic motors (2)		
	VENDOR REQUIREMENTS		
	Vendor must be local authorized representative for the skid steer.		
	Vendor must be located within 30 miles of County for prompt service response time		
	Vendor shall maintain a fully equipped road service vehicle capable of performing road service to the unit in the event that it may become inoperable in the field		
	Two set of keys		
	One set of parts and operators manuals shall be supplied at no charge upon delivery of unit to the County		
	WARRANTY		
	Machine shall be covered by a (1) year or 1200 hour full machine warranty		
	Two years on engine or 2000 hours standard.		
	If the unit cannot be fixed in the field, it will be the vendor's responsibility to pick-up and return the unit after repairs have been made while under warranty		

ITEM NO 3 - IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE A NEW (2014) RUBBER TRACK LOADER SUCH AS THE TAKEUCHI TL12CH HIGH-FLOW OR APPROVED EQUAL THIS SPECIFICATION IS NOT TO BE INTERPRETED AS RESTRICTIVE BUT RATHER AS A MEASURE OF THE STANDARDS WHICH ALL OTHER RUBBER TRACK LOADERS SHALL BE MEASURED

	ENGINE	YES	NO
	Inter-cooled, turbo-charged Kubota/V3800CR-TI, diesel, Water Cooled		
	Minimum of (4) four cylinders		
	110 Gross h.p. minimum @ 2600 r.p.m		
	108.4 Net h.p. minimum @ 2600 r.p.m		
	Engine must be EPA Rating Interim Tier IV		
	Engine must have a minimum of 230 cu. in. total displacement		
	A minimum of 277ft. lb. of torque @ 1850 r.p.m		
	Dual element air cleaner and glow-plugs must be provided as standard equipment		
	Must have 12-volt system with minimum 1000CCA battery		
	Alternator shall be a minimum of 80 amp		
	Engine must have a minimum of 250 hour oil change intervals		
	Must have three (3) mode selector; Economy, Normal and Power		
	Engine monitoring system with auto engine shut-down standard		
	Must be equipped with a Diesel Particulate Filter (DPF) is used to help control particulate emissions (soot).		
	Must come equipped with an auto-bleed fuel system as standard		
	Engine must be controlled via foot accelerator pedal and hand throttle		
	Cooled Exhaust Gas Recirculation (CEGR) is used to help reduce NOx (Oxides of Nitrogen) (Emissions)		
	Must be equipped with a swing-out cooler module. Hydraulic oil cooler and engine cooler, side-by-side for optimal performance		
	Engine shall be equipped with cold weather starting aide and shall consist of an electric intake manifold pre-heater		
	DRIVE/UNDERCARRIAGE		
	Hydrostatic drive system, variable piston pumps		
	Hydrostatic pump directly coupled to engine via a flex coupler with hydraulic oil flow to high torque, radial piston hydraulic motors		
	Hydrostatic pumps must have a maintenance free design such as the flex coupler (no belt drive pumps will be accepted)		
	High-mount sprocket drive design to help clear debris		
	Carriage has all steel, sealed bearing bottom rollers, six (6) per carriage side (no maintenance required)		
	Track rollers shall be out-side running, permanently sealed, w/precision material face seals. (no maintenance required)		
	Loader must have two-speed transmission as standard equipment		
	Loader must have outboard double reduction planetary final drives for durability and efficient power transfer to tracks		
	Sprockets run directly off planetary drives to be a minimum of 17" diameter		
	Undercarriage must have double rear idlers to be a minimum of 12" diameter		
	Front idler shall be 17" minimum diameter		

		YES	NO
	Undercarriage shall be a one-piece welded chassis		
	(No moving suspension parts or exposed hoses.)		
	Loader shall be equipped w/permanently mounted side frames		
	Structural cross-members & gussets must be integrated into the framework		
	Tracks shall be 2/3rds recessed 1/3 exposed outside of frame		
	Pilot operated hydraulic joystick controls with button mounted on front of drive lever for high/low speed, via a trigger. (No electric over hydraulic joysticks will be accepted)		
	Forward, reverse, speed, and steering must be controlled by a single pilot operated joystick with hydraulic power assist left side		
	Loader arm and bucket functions shall be controlled by single pilot operated joystick right side		
	Unit must be equipped with both foot and hand throttle actuation		
	Pilot controls must be re-build-able		
	LOADER		
	Loader arms must be a radial lift design		
	Lift and tilt functions to be controlled by a right hand joystick		
	Loader must have two lift and two dump cylinders, minimum		
	Bucket float position must be engaged by a push button on the right hand joystick control lever		
	A maximum of 12-pivot pins on entire loader arm design shall be used		
	Hoses must be guarded for abrasion resistance		
	Front attachments must be a universal style hydraulic coupler system		
	Loader arm must feature hydraulic bucket self leveling (up only)		
	Must be equipped with "ride control" for material retention		
	Hydraulic quick attach shall be operated from inside cab and shall work off pilot pressure, and must be standard/factory installed		
	Quick attach must be equipped w/adjustable bucket dump stops to prevent hyper extension of bucket tilt cylinders.		
	Loader arms cylinder must have cushioned arm cylinder to reduce shock		
	Loader arm must not have exposed hydraulic lines and must be steel, with exception to pivot points		
	(No exposed hoses at pivot points will be accepted)		
	Must have safety switch, for hydraulic hoses that ensures machine cannot move when hydraulic hoses are connected.		
	AUXILIARY CONTROLS		
	Auxiliary hydraulic controls must be operated by push-button in control handle		
	Proportional rocker switch control for auxiliary hydraulics w/detent function shall be included as standard, on joystick		
	14-Pin Deutsch electrical connector mounted on outside of machine, push button control on right joystick included as standard		
	Auxiliary hydraulic select settings (3-position) 100%, default to 75%, default to 50% to match flow requirements for different attachments		
	INSTRUMENTS		
	Instrument LED/LCD panel and condition indicators mounted right side within the operators line of sight, must include the following;		
	Charging system warning light		

		YES	NO
	Coolant temperature warning light		
	Hydraulic temperature warning light		
	Engine preheat indicator light		
	Engine power mode indicator (POWER MODE)		
	Engine mode indicator (ECO MODE)		
	Auxiliary hydraulic work mode indicator		
	Engine fault warning light		
	Engine oil pressure warning light		
	Air filter restriction warning light		
	Hydraulic filter restriction warning light		
	High speed travel indicator		
	Must come equipped with maintenance and diagnostic computer visual and audible monitoring system to diagnose engine codes, auxiliary flow, DPF Regeneration setting and adjustment, engine model and serial number		
	Bucket float indicator		
	Date Center: hour, meter, tach		
	Machine must be equipped with emergency engine shut down switch		
	GAUGES: (The following three gauges shall be standard)		
	Fuel		
	Coolant temperature		
	Hour meter gauges		
	HYDRAULICS: (Machine shall be equipped standard with high flow hydraulics)		
	Unit must have an independent steel hydraulic reservoir mounted outboard for easy access.		
	(Plastic hydraulic tanks will not be accepted)		
	Hydraulic tank shall be equipped with a sight gauge		
	Large rear hydraulic cooler shall swing out of the way for good engine access		
	Unit must come with three (3) auxiliary circuits		
	Standard auxiliary flow shall be a minimum of 23 G.P.M		
	Auxiliary high flow shall be a minimum of 40 G.P.M.		
	3 rd Auxiliary flow shall be 17 G.P.M.		
	Loader must have a gear type pump.		
	Hydraulic oil shall be 10W30 engine oil		
	Auxiliary hydraulics must be two-way (dual-acting) with detent mode		
	Auxiliary hydraulics must have selectable low or high flow option from inside cab.		
	System pressure to be a minimum 3,044 PSI		
	Four double-acting cylinders must have a minimum 3,044 PSI rating.		
	Flat faced pressure releasing hydraulic couplers as standard equipment		
	Machine must be equipped with a total of 7 hydraulic couplers		
	(2) 3/4" Couplers for standard flow attachments		
	(4) 1 1/4" Couplers for high flow attachments		
	(1) 1/2" Coupler for a case drain back to tank		
	TRACKS		
	Tracks shall be adjusted using a grease gun and requires no special tools		
	The tracks shall have a bar style pattern		

		YES	NO
	Tracks shall be Bridgestone OEM tracks, installed on machine		
	Tracks must have a minimum width of 17.7".		
	Maximum ground pressure of 4.6 PSI		
	Tractive effort or draw-bar pull to be a minimum of 13,766lbs		
	The tracks must be tucked into machine, no bolt-on systems will be accepted.		
	The track contact length must be a minimum of 62.9".		
	Minimum track contact area of 1,111 square inches, on the ground		
	Forged steel mandrills must be imbedded inside track design with continuous wrapped steel cable with roller pads incorporated in steel mandrills		
	Tracks must have metal contact plates imbedded in track for rollers		
	(Tracks with-out this feature will not be accepted)		
	CAB & SAFETY EQUIPMENT		
	Operator cab must meet SAE specifications J1040 and J1043 for rollover protective structure (R.O.P.S.) and falling object protection (F.O.P.S.), and be of Level II certification.		
	Cab must be fully enclosed with heat and air conditioning w/replaceable cab air filter		
	Cab must be sealed and pressurized to 70 pa, maintain a comfortable operating environment		
	Cab must be furnished with a deluxe high back six-way suspension seat w/three height adjustments and weight adjustment		
	Hand and foot throttle shall be standard		
	Front door of cab must be a Poly-carbonite ½ thick impact resistant roll-up door with a wiper and washer		
	Roll-up door can be opened regardless of boom attachment position and can be locked in the open position for operation		
	Cab must be equipped with a top view window		
	The top section of the side windows must slide up and down with fixed bottom side window sections		
	Rear window must pop out to act as an emergency exit		
	Operator R.O.P.S/F.O.P.S cab must be capable of rotating backward for maintenance		
	Braking: shall be spring applied, hydraulically released, multiple wet friction disc brakes that automatically engage when lap bar is raised or engine is shut off		
	Rear halogen work lights must be recessed into rear towers to prevent breakage		
	Track loader shall have two rear and two front halogen work lights		
	Loader shall be equipped with two (2) cab mounted rear-view mirrors standard.		
	Unit must come equipped with rear mirror, mounted on left rear of machine		
	Seat belt will be provided		
	Additional operator's protection shall be provided by a seat bar which shall prevent lift-arm and tilt operation, auxiliary hydraulics, and activate brakes when in the up position		
	Grab handles must be provided to assist the operator with mounting and dismounting of the loader. (And must be replaceable with no welding bolt on)		
	The track loader must include a horn and a back-up alarm as standard equipment		
	The loader shall be painted Red and Gray		
	Loader shall have a hydraulic quick attach lock and unlock switch in cab		
	One Roof mounted strobe light, wired to come on automatically with ignition on		

		YES	NO
	Loader shall come equipped with a large non-skid safety step		
	STANDARD FEATURES		
	Must come with three (3) selectable power modes allow the operator to match the engine performance to the job		
	(1)Eco mode can provide up to 15% fuel savings while still offering maximum torque and good power characteristics		
	(2)Normal mode offers a good mix of power and economy for general work approximately 97% of the engine rating		
	(3)Power mode produces peak engine power for maximum performance		
	Machine must automatically adjust to throttle setting if wrong mode is chosen		
	Must come equipped with the following		
	3-Position Regeneration Switch		
	1 st <u>Prohibit Regeneration Mode:</u> (Prevents active regeneration in sensitive environments)		
	2 nd <u>Auto Regeneration Mode:</u> (Allows active regeneration when necessary to extend the life of the Diesel Particulate Filter (DPF))		
	3 rd <u>Manual Regeneration Mode:</u> (Allows the operator to enter into active regeneration if necessary)		
	Variable flow auxiliary hydraulics offers three easy to select settings that can be programmed to match the flow requirements of the attachment		
	Setting I 100% of Flow		
	Setting II 0-100% Factory default is 75%		
	Setting III 0-100% Factory default is 50%		
	Hydraulic oil temperature warning light added to gauge panel		
	2 nd Auxiliary circuit standard on machines equipped with high flow feature		
	17 gpm – flow independent from primary hydraulics		
	Controllable from the right hand joystick		
	Must come equipped with arm float operation allow for easier detent also includes a status indicator on the gauge panel		
	Loader must be able to function and work with front cab door open or closed		
	BUCKET		
	Minimum width of 80" bucket 24 cu. ft. capacity		
	Must come with replaceable side cutters		
	Bucket shall come equipped with a 5/8" thick reversible edge		
	DIMENSIONS		
	Length (w/bucket) Minimum 156.9"		
	Width to outside of tracks Maximum of 6' 1.2"		
	Operating Weight Minimum 11,850 lbs.		
	Bucket Rating Minimum 24 cubic ft. SAE		
	Ground Clearance Minimum 13.5"		
	Height to Bucket Pin Minimum 10' 6.1"		
	Reach fully raised Minimum 3' 2.8"		
	Angle of Departure Minimum 30°		
	Bucket Rollback at Ground Level Minimum 31.4°		
	Dump Angle at Full Height Minimum 38.7°		
	Dump Height Fully Raised Minimum 7' 11.7"		
	Overall Height Maximum 7' 5"		
	Front Clearance Radius with Bucket Maximum 7' 11.8"		

		YES	NO
	Rear Clearance Radius	Maximum 5' 9"	
	PERFORMANCE		
	Cycle Time Raise Full Load	Minimum 4.6 sec	
	Lower No Load	Minimum 2.8 sec	
	Dump Full Load	Minimum 3.1 sec	
	Curl Full Load	Minimum 2.3 sec	
	Travel Speed – Low	Minimum 0-4.9 mph	
	Travel Speed – High	Minimum 0-7.4 mph	
	Rated Tipping Load Capacity (SAE)	Minimum 8,102 lbs	
	Rated Operating Load (SAE) 50% Tip	Minimum 4,051 lbs	
	Rated Operating Load (SAE) 35% Tip	Minimum 2,833 lbs. SAE J818	
	Bucket Breakout Force	Minimum 8,670 lbs	
	Lift arm Breakout force	Minimum 8,550 lbs.	
	Ground Pressure	Minimum 4.6 PSI	
	STANDARD FLUID CAPACITIES		
	Fuel Tank	Minimum 23.8 gallons	
	Hydraulic Reservoir	Minimum 15.9 gallons	
	Total Hydraulic System Capacity	Minimum 25.1 gallons	
	Engine Oil	Minimum 13.9 quarts	
	Engine Coolant	Maximum 17.4 quarts	
	OPTIONAL ATTACHMENTS FOR TAKEUCHI TL12CH OR EQUAL:		
	1. <u>Option 1 ASPHALT COLD PLANER UNIVERSAL MODEL AP-600HD</u>		
	Planer must have a minimum of 24" cutting width		
	Cutting depth minimum of 6"		
	Tilt capability right or left 15° degrees		
	Shipping weight minimum of 1,900lbs.		
	Planer must have an open center drum design		
	Planer must have four outer leveling wheels		
	Planer must have three hydraulic lines with swing-away hydraulic controls for tilt, side shift and depth.		
	Planer unit must be direct drive; planetary unit will not be acceptable.		
	Planer must have a minimum of (68) low torque asphalt pics		
	Planer must use high flow auxiliary hydraulics		
	Side shift shall be a minimum of 24" travel		
	Planer must utilize center pivot design which puts the force of the skid steer directly over the cutting drum		
	Electronic installation kit to plug into Skid Steer Loader to operate all functions from inside the cab while milling		
	55 Gallon water tank mounted to roof of skid steer, low profile design		
	Water kit must use a gravity fed system		
	Planer must have a universal coupling system allowing the unit to work on a variety of skid steers		
	Hydraulic quick couplers must connect to Skid Steer Loader		
	Unit must come complete with one year machine warranty.		
	Dealer must install unit onto Skid Steer		
	Dealer must include training on the planer		

		YES	NO
2. <u>Option2 2-STAGE SNOW BLOWER MODEL SB84H</u>			
Snow blower must have a cutting width of 84" and a cut height of 36"			
Snow blower must work off high – flow auxiliary hydraulics with a flow of 30-42 gpm @ 2500-3500 psi			
Snow blower must come complete with a universal skid steer mount, hoses and flat face couplers included			
Snow blower chute must be electronically controlled from the skid steer cab			
Snow blower must have dual motors			
Snow blower augers must be a minimum of 18" in diameter			
The fan diameter on the snow blower must be a minimum of 26"			
Snow blower must be a minimum of 1240 lbs. dry weight			
Snow blower must use ¾" I.D. hydraulics hoses			
Snow blower must have a 43" depth			
Overall height of snow blower must be a minimum of 74			
Chute must be poly-lined			
Deflector must have a minimum of 280° radius			
3. <u>Option 3 MINI BACKHOE MODEL MH73:</u>			
Backhoe shall be fixed mainframe			
Shall have a 16" digging bucket			
Unit shall have a 73" digging depth			
Unit shall be 47.5" wide minimum			
Includes hoses and couplers			
One bucket cylinder			
Unit shall weigh a minimum of 395lbs., without bucket			
Bucket digging force shall be 3,895lbs minimum			
Must have overall reach of 75" minimum			
4. <u>Option 4 SEVERE DUTY 4IN1 BUCKET</u>			
Must have a radius mold board for improved material loading and unloading			
Must come equipped with reversible bolt on cutting edge with ¾" bolts, (6) Six each bolts minimum.			
Must come with hoses and couplers			
Must have a width of 80"			
Must have max clam opening of 40.25" minimum			
Must be low profile for improved visibility			
1076lbs. minimum			
Heaped capacity 16.75 cu. ft. minimum			
Must come with Universal Quick Attach			
5. <u>Option 5 PALLET FORKS</u>			
Pallet forks will be rated to lift a minimum of 5,000lbs			
Pallet forks must have a rail style spill guard			
The fork tines shall be a minimum of 1.5" thick x 4" wide x 48" long			
Each tine must weigh at least 100lbs			
WARRANTY			
Two (2) year or 2,000 hours Full Machine Warranty			
Tracks must come with a 1000 hour prorated track warranty standard			
VENDOR REQUIREMENTS			
Four (4) each keys			
One (1) Complete set of all filters to perform first service			

		YES	NO
	Two (2) operator's, manual, parts & service manuals in CD form		
	Vendor shall maintain a fully equipped road service vehicle capable of performing road service to the unit in the event that it may become inoperable in the field		
	Vendor must be the local authorized representative and be a valid New York State Corporation		
	Vendor must provide on site training for operation and safety and daily maintenance		
	Vendor is responsible for pick-up and delivery while under warranty		

ITEM 4: 40 FOOT DUMP TRAILER STEEL BODY STEEL FRAME

		YES	NO
<u>BODY DIMENSIONS:</u>	LENGTH 40' 0"		
	WIDTH 96" Wide		
	HEIGHT 54"		
	END FRAME TO END FLOOR 4 " MAXIMUM		
	TIRE TO END OF BODY 12" MAXIMUM - DUE TO UNDERRIDE		
	5TH WHEEL HEIGHT 50" Overall Trailer Height: 9' .625"		
<u>CAPACITY:</u>	54 CUBIC YARDS		
<u>SIDES:</u>	MATERIAL FRONT 8 gauge HT		
	MATERIAL REAR 8 gauge HT		
	TOP RAIL 4" X 4" X 1/4" STRUCTURAL ST.TUBE		
	BOARD I Inverted Angle Height: 0"		
	SIDE POSTS Square Side Posts		
	SIDE POST SPACING 24"		
	HORIZONTAL BRACES *** NONE ***		
<u>FLOOR:</u>	FRONT 1/4 HT		
	REAR 1/4 HT LENGTH: .00 " IF MATERIAL VARIES		
<u>BULKHEAD:</u>	MATERIAL 8 gauge HT		
<u>UNDER-STRUCTURE:</u>	TYPE 4" I-Beam ON 12" CENTERS		
	LONGITUDINALS 6" X 6" X 3/8" ANGLE		
<u>TAILGATE:</u>	TYPE Offset Top Hardware		
	STYLE Boxed Panel		
	SHEET 3/16 HT		
	HEIGHT 60 "		
	SLOPE 0"		
	GATE SEAL Rubber Seal		
	NUMBER OF PANELS 6		
	COAL DOORS NO OF: 0 MATERIAL: ** NONE **		
	APRON Weld On w/Std Rear Lights		
	CONTROLS Air T-Gate Latch,Bulkhead Mounted		
<u>ACCESSORIES:</u>	LADDERS Driver's side front outside		
	SHOVEL BRACKET Bulkhead, Driver's Side (St)		
	TARP RAIL Tarp rail-flat, both Sides		
<u>TARP SYSTEM</u>	Electric Dump Body Covering System, Aero Industries Easy Cover Model 575 pr approved equal with a cab operated Rocker Switch		
	Length To Be Adequate To Properly Cover The Dump Body.		
	The Arms Are Powered By (2) Powerpack Spring Assemblies Mounted On The Side of the Dump Body		

	YES	NO
The Springs Must Be Fully Encased, For Safety And Protection, In A Polished Aluminum Two-Piece Casting.		
For Replacement Purposes, The Spring/Arm Assemblies Must Be Universal To Eliminate The Need For Driver-Side And Passenger-Side Components.		
The Springs Must Have The Ability To Be Pre-Loaded With Tension By Simply Rotating The Pivot Post Without Adding Additional Mounting Holes To The Dump Body.		
The Arm Assembly Shall Consist Of Four (4) Pieces Of High Strength 6061 T6 Aluminum Extrusions With At Least A Minimum Wall Thickness Of .188 For The Ends Of The Tube For Strength Purposes.		
All Arm Components Must Be Polished. The Arm Sections Shall Telescope To Allow For Length And Width Adjustment, And Must Be Easily Replaceable.		
Arms Should Be Angled At Approximately 26 Degrees To Allow The Arms To Be Recessed In The Open Position.		
To Minimize Friction And Wear Within The Tarp Pocket, The Rear Cross Tube Shall Be Round.		
The Roll-Up Tube Assembly Is To Be A 6061 T6 Aluminum Extrusion With Zinc Plated Steel Machined End Shafts.		
It Shall Be A Telescoping Design So The Width Can Be Adjusted Without Cutting The Roll-Up Tube.		
The Roll-Up Tube Shall Be Designed So The Tarp Can Easily Be Attached Without Drilling Any Holes.		
The Roller Assembly Mounting Plates Shall Be Polished Aluminum With High-Speed Flanged, Pre-Lubricated Bearings.		
A One-Piece Polished Aluminum Wind Deflector Is To Be Secured To The Roller Assembly Mounting Plates.		
To Minimize Installation Time, The Wind Deflector Must Be Designed So No Cutting (To Length) Or Drilling Is Required.		
The 12-Volt Electric Motor Shall Have A Right-Angle Gearbox With A Removable Chrome Plastic Cover.		
The Gears Must Be Hardened And Ground Steel, Encased In A Metal Housing, And Shall Be Designed To Ensure The Tarp Cannot Back-Drive.		
The Cab Installed Rocker Switch Is To Be Self-Centering, Constructed Of Metal.		

		YES	NO
<u>TARP SYSTEM:</u>	A Reverse Dc Contactor And All Necessary Wire Fasteners And Electric Hardware Shall Be Furnished. The Motor Shall Carry A Three (3) Year Non- Prorated Warranty.		
	The Systems Shall Include A Double-Arm That Is Attached To The Primary Swing Arms.		
	The Second Arm Shall Pivot Freely On The Primary Swing Arm And Be Orientated Opposite The Rear Cross Tube To Provide Gravity Assisted Downward Force To Hold The Tarp Behind The Cab Shield And Minimize Tarp Lifting Or Sailing.		
	To Prevent The Rear Swing Arms From Lifting Or Bouncing When The Tarp Is In The Closed Position, The System Shall Be Equipped With Locks Near The Rear Cross Tube That Automatically Engage When The Tarp Is Fully Closed, And Immediately Automatically Unlock When The Process To Open The Tarp Is Initiated.		
	The Lock And Unlock Processes Must Be Accomplished Through The Normal Course Of Operating The Rocker Switch In The Cab- No Additional Steps By The Operator Are Permitted To Secure The Rear Cross Tube And Swing Arms		
	The Tarp Material Shall Be Vinyl Coated Nylon Or Polyester Mesh, Suitable For Covering Aggregates.		
	The Tarp Is To Finish 85 Inches Wide.		
	All Sewing Is To Be Lock-Stitched; Chain Stitching Is Not		
	A Minimum Of Two (2) Polyester Web Reinforcements Is To Be Sewn Or Welded To The Tarp Longitudinally For Stability.		
<u>CHASSIS:</u>	LENGTH 39' 8"		
	CYLINDER (95300) 95-4461-300		
	BEAM 16" I-BEAM @31# STRUCTURAL STEEL		
	KING PIN Standard King Pin		
	KING PIN SETTING 18"		
	5TH WHEEL PLATE 3/8" A36		
	LANDING GEAR Holland Mark V - Travel 18.7"		
	BUMPER ICC Type		
	PRIMARY SUSPENSION Susp.,Reyco 52,000# 9-Leaf		
	PRIMARY AXLES Dana D22 #25000 .58 Wall 96" wide trailer		
	BRAKES 2S/1M Tandem Air Brake System		
	HUBS AND DRUMS Walther Hub piloted short stud		
	TIRE STYLE DUAL		
	WHEELS OUTSIDE Wheel 24.5x8.25 10H Pilot Stl		
	WHEELS INSIDE Wheel 24.5x8.25 10H Pilot Stl		
	TIRES DUNLOP SP160 11R24.5 16 PLY		
<u>MISCELLANEOUS:</u>	ELECTRICAL LED Elec Pkg w/Lghts In Pan		
	LIGHTS ICC Required		
	MUDFLAPS Full Across (3)		

		YES	NO
<u>STEERABLE TAG:</u>	AHEAD OF TANDEMS.		
	2 MATCHING TIRES & RIMS FOR LIFT AXLE.		
	WATSON STEERABLE #20,000 10H HP		
<u>PAINT:</u>	FRAME ONE COLOR GENESIS PAINT		
	BODY ONE COLOR GENESIS PAINT		
RUST PROTECTION SPECIFICATIONS: MEGAFLEX			
<u>PRODUCT DISCRIPTION:</u>	Product shall be acrylic, abrasion resistant, rust preventive		
	Coating must be one part acrylic base self priming, thixotropic semi-paste coating that contains at least 36% highly elastic in water dispersed polymers.		
	V.O.C. (volatile Organic Compound) shall be 0.01 or less as evidenced by OSHA Form 174 MSDS.		
	Coating cannot contain any lead, organic solvents, or bitumastic materials or other hazardous ingredients as evidenced by OSHA Form 174.		
	Coating shall be 100% waterproof.		
	Coating must be 100% ultraviolet resistant so as not to breakdown as a result of long term exposure to sunlight.		
	Coating must be capable of 200% elongation so as to completely prevent cracking due to expansion and contraction as well as dimpling resulting from impacts.		
	Coating must afford excellent chemical resistance to acids alkalis, salts and fuels.		
	Coating must be self-extinguishing.		
	Coating must dry to a smooth texture.		
	Coating dry film thickness shall be 14 mil.		
	Coating samples wet and dry shall be submitted for evaluation at the time of the bid if supplying an alternate product.		
<u>TECHNICAL PERFORMANCE CRITERIA:</u>	Coatings offered shall have been tested in the following areas.		
	Results as listed below shall be considered the minimum acceptable to the County.		
	Test documentation must be available upon request.		
	Specific Gravity: Not less than 1.28		
	Solids by Weight: Not less than 57%		
	Spread Rate: 400 grams per sq./meter @ 13 mils		
	Dry Time: 30 minutes at 70°F. and 50% relative humidity.		
	Cure Time: 48-72 hours after final coat.		
	Application Temperature: Not less than 45° on substrate.		
	Primer: 33 diluted Magaflex.		
	Elasticity: 200%		
	Water Tightness: 14 mils, waterproof		

		YES	NO
	Hardness: Shore "a" hardness 70		
	Vapor Permeability: 5.5 grams of vapor p/1 sq. meter per 24		
	Fire Resistance: Self-extinguishing.		
	High Temperature Stability: Unaffected by temperatures of 250°		
	Salt Spray Test: 100% resistant		
	Aging and Adhesion: Unaffected after 800 hours of testing from 60° C. to minus 20° C. with rain, frost, UV light and humidity.		
	Sulfur Dioxide Resistance: Resistant of hot humid atmosphere of 7% concentration of sulfur dioxide.		
	Ozone Resistance: Unaffected by an environment containing 1 PPM ozone for 30 days.		
	Hot Water Immersion: Unaffected after 1000 hours immersion in 100° F. water.		
	Impact Resistance: 90 Newton's, no damage.		
	Resists 100% against sodium hydroxide at pH 14 C.		
	Important Safety Note: In the interest of eliminating harmful fumes which can result from welding procedures, coating used on Dump Body, Host & Hitch must be free of lead, Volatile Organic Compounds or any other hazardous materials as		
	No exception to this safety criteria shall be acceptable.		
<u>AREAS TO BE COATED</u>	The underside of the trailer and the chassis rails.		
<u>VENDOR QUALIFICATIONS:</u>	Vendor must be a factory-authorized representative for components being offered.		
	Vendor must state best delivery available; delivery may be a prime factor in the award of this bid.		
	In order to qualify for warranty, coating must be applied by a certified applicator.		
	Vendor must be available at time of delivery and placement to provide technical expertise.		
	Vendor bidding an alternate must submit a customer list containing not less than twenty (20) references, using current production models of the unit being supplied. List should include agency, contact named and phone		
<u>MANUFACTURER'S REQUIREMENTS</u>	The manufacturer shall provide standardized factory maintenance and repair manuals for the unit supplied.		
	The manufacturer's Statement of Warranty shall be supplied.		
<u>WARRANTY:</u>	Manufacturer Warranty – standard warranty shall be submitted at the time of the bid.		
<u>OPTION:</u>			
<u>OPTION 1</u>	COMBINATION GATE HINGED TO CURB SIDE (SWING GATE)		

ITEM 5: 40 FOOT DUMP TRAILER ALUMINUM BODY STEEL FRAME

<u>BODY:</u>	LENGTH 40' 0"		
	WIDTH 96" Wide		
	HEIGHT 54"		
	END FRAME TO END FLOOR 4 " MAXIMUM		
	TIRE TO END OF BODY 12" MAXIMUM - DUE TO		
	5TH WHEEL HEIGHT 50" Overall Trailer Height: 9' .625"		
<u>CAPACITY:</u>	54 CUBIC YARDS		
<u>SIDES:</u>	MATERIAL FRONT 3/16" Alum Sheet		
	MATERIAL REAR 3/16" Alum Sheet		
	TOP RAIL 9" Extruded Top Rail-Grooved		
	BOARD I Inverted Angle Height: 0"		
	SIDE POSTS 5/32" Face Extruded Tapered Side Posts		
	SIDE POST SPACING 24"		
	HORIZONTAL BRACES *** NONE ***		
<u>FLOOR:</u>	FRONT 1/4" Alum Plate		
	REAR 3/8" Alum Plate		
<u>BULKHEAD:</u>	MATERIAL 1/4" Alum Plate		
	UNDERSTRUCTURE: TYPE 4" I-BEAM ON 12"		
	LONGITUDINALS 6" X 6" X 3/8" ANGLE		
	REAR HINGE Standard Rear Body Hinges		
<u>TAILGATE:</u>	REAR CORNER POST HGHT 60" Post Height		
	TYPE TOP OFFSET ALUM		
	STYLE HORIZONTAL PANEL		
	SHEET 1/4" Alum Plate		
	HEIGHT 60 "		
	SLOPE 0"		
	NUMBER OF PANELS 3 Panel		
	APRON 7" Alum Weld-on w/ Light Pan & Mudflaps		
	CONTROLS Air-gate Frame Manual		
	GATE SEAL *** NONE ***		
<u>ACCESSORIES:</u>	LADDERS D.S.First post outside		
	LADDERS *** NONE ***		
	SHOVEL BRACKET Bulkhead, Driver's Side (Al)		
	TARP RAIL Grooved Tarp Rail, Both Sides		
	STRIPE *** NONE ***		
<u>TARP SYSTEM</u>	Electric Dump Body Covering System, Aero Industries Easy Cover Model 575 Or Approved Equal, With A Cab Operated Rocker Switch.		
	Length To Be Adequate To Properly Cover The Dump		
	The Arms Are Powered By (2) Powerpack Spring Assemblies Mounted On The Side Of The Dump Body.		

		YES	NO
	The Springs Must Be Fully Encased, For Safety And Protection, In A Polished Aluminum Two-Piece Casting.		
	For Replacement Purposes, The Spring/Arm Assemblies Must Be Universal To Eliminate The Need For Driver-Side And Passenger-Side Components.		
	The Springs Must Have The Ability To Be Pre-Loaded With Tension By Simply Rotating The Pivot Post Without Adding Additional Mounting Holes To The Dump Body.		
	The Arm Assembly Shall Consist Of Four (4) Pieces Of High Strength 6061 T6 Aluminum Extrusions With At Least A Minimum Wall Thickness Of .188 For The Ends Of The Tube For Strength Purposes.		
	All Arm Components Must Be Polished. The Arm Sections Shall Telescope To Allow For Length And Width Adjustment, And Must Be Easily Replaceable.		
	Arms Should Be Angled At Approximately 26 Degrees To Allow The Arms To Be Recessed In The Open Position.		
	To Minimize Friction And Wear Within The Tarp Pocket, The Rear Cross Tube Shall Be Round.		
	The Roll-Up Tube Assembly Is To Be A 6061 T6 Aluminum Extrusion With Zinc Plated Steel Machined End Shafts.		
	It Shall Be A Telescoping Design So The Width Can Be Adjusted Without Cutting the Roll up tube.		
	The Roll-Up Tube Shall Be Designed So The Tarp Can Easily Be Attached Without Drilling Any Holes.		
	The Roller Assembly Mounting Plates Shall Be Polished Aluminum With High- Speed Flanged, Pre-Lubricated		
	A One-Pieced Polished Aluminum Wind Deflector Is To Be Secured To The Roller Assembly Mounting Plates.		
	To Minimize Installation Time, The Wind Deflector Must Be Designed So No Cutting (To Length) Or Drilling Is		
	The 12-Volt Electric Motor Shall Have A Right-Angle Gearbox With A Removable Chrome Plastic		
	The Gears Must Be Hardened And Ground Steel, Encased In A Metal Housing, And Shall Be Designed To Ensure The Tarp Cannot Back-Drive.		
	The Cab Installed Rocker Switch Is To Be Self-Centering, Constructed Of Metal.		
	A Reverse Dc Contactor And All Necessary Wire Fasteners And Electric Hardware Shall Be Furnished. The Motor Shall Carry A Three (3) Year Non- Prorated		
	The Systems Shall Include A Double-Arm That Is Attached To The Primary Swing Arms.		

		YES	NO
<u>TARP SYSTEM:</u>	The Second Arm Shall Pivot Freely On The Primary Swing Arm And Be Orientated Opposite The Rear Cross Tube To Provide Gravity Assisted Downward Force To Hold The Tarp Behind The Cab Shield And Minimize Tarp Lifting Or Sailing.		
	To Prevent The Rear Swing Arms From Lifting Or Bouncing When The Tarp Is In The Closed Position, The System Shall Be Equipped With Locks Near The Rear Cross Tube That Automatically Engage When The Tarp Is Fully Closed, And Immediately Automatically Unlock When The Process To Open The Tarp Is Initiated.		
	The Lock And Unlock Processes Must Be Accomplished Through The Normal Course Of Operating The Rocker Switch In The Cab- No Additional Steps By The Operator Are Permitted To Secure The Rear Cross Tube And Swing Arms To The Tailgate.		
	The Tarp Material Shall Be Vinyl Coated Nylon Or Polyester Mesh, Suitable For Covering Aggregates.		
	The Tarp Is To Finish 85 Inches Wide.		
	All Sewing Is To Be Lock-Stitched; Chain Stitching Is Not		
	A Minimum Of Two (2) Polyester Web Reinforcements Is To Be Sewn Or Welded To The Tarp Longitudinally For Stability.		
<u>CHASSIS:</u>	LENGTH 39' 8"		
	CYLINDER (95300) 95-4461-300		
	BEAM 16" I-BEAM @31# STRUCTURAL STEEL		
	BOTTOM STIFFENER * * None * *		
	KING PIN Standard King Pin		
	KING PIN SETTING 18"		
	5TH WHEEL PLATE 3/8" A36		
	LANDING GEAR Holland Mark V - Travel 18.7"		
	BUMPER ICC Type		
	HOOK UP 5100 Series, 9' Hose		
	RUNNING GEAR: PRIMARY SUSPENSION Susp.,Reyco 52,000# 9-Leaf		
	PRIMARY AXLES Dana D22 #25000 .58 Wall 96" wide trailer		
	BRAKES 4S/2M Tandem Air Brake System		
	HUBS AND DRUMS Walther Hub piloted short stud		
	TIRE STYLE DUAL		
	WHEELS OUTSIDE Wheel 24.5x8.25 10H Pilot Stl		
	WHEELS INSIDE Wheel 24.5x8.25 10H Pilot Stl		
	TIRES DUNLOP SP193 11R24.5 14 PLY		
	MISCELLANEOUS: ELECTRICAL LED Elec Pkg w/Lghts In		
	LIGHTS ICC Required		
	MID TURNS Amber Mid-Turns		
	MUDFLAPS Full Across (3)		
	MUDSHIELD Standard Shield		

		YES	NO
<u>STEERABLE TAG:</u>	AHEAD OF TANDEMS.		
	2 MATCHING TIRES & RIMS FOR LIFT AXLE.		
	WATSON STEERABLE #20,000 10H HP		
<u>PAINT:</u>	FRAME ONE COLOR GENESIS PAINT		
	BOARDS NOT APPLICABLE		
	BODY Acid Clean		
RUST PROTECTION SPECIFICATIONS: MEGAFLEX			
<u>PRODUCT DISCIPTION:</u>	Product shall be acrylic, abrasion resistant, rust preventive		
	Coating must be one part acrylic base self priming, thixotropic semi-paste coating that contains at least 36% highly elastic in water dispersed polymers.		
	V.O.C. (volatile Organic Compound) shall be 0.01 or less as evidenced by OSHA Form 174 MSDS.		
	Coating cannot contain any lead, organic solvents, or bitumastic materials or other hazardous ingredients as evidenced by OSHA Form 174.		
	Coating shall be 100% waterproof.		
	Coating must be 100% ultraviolet resistant so as not to breakdown as a result of long term exposure to sunlight.		
	Coating must be capable of 200% elongation so as to completely prevent cracking due to expansion and contraction as well as dimpling resulting from impacts.		
	Coating must afford excellent chemical resistance to acids alkalis, salts and fuels.		
	Coating must be self-extinguishing.		
	Coating must dry to a smooth texture.		
	Coating dry film thickness shall be 14 mil.		
	Coating samples wet and dry shall be submitted for evaluation at the time of the bid if supplying an alternate product.		
<u>TECHNICAL PERFORMANCE CRITERIA:</u>	Coatings offered shall have been tested in the following areas.		
	Results as listed below shall be considered the minimum acceptable to the County.		
	Test documentation must be available upon request.		
	Specific Gravity: Not less than 1.28		
	Solids by Weight: Not less than 57%		
	Spread Rate: 400 grams per sq./meter @ 13 mils		
	Dry Time: 30 minutes at 70°F. and 50% relative humidity.		
	Cure Time: 48-72 hours after final coat.		
	Application Temperature: Not less than 45° on substrate.		
	Primer: 33 diluted Magaflex.		
	Elasticity: 200%		

		YES	NO
<u>TECHNICAL PERFORMANCE</u>	Water Tightness: 14 mils, waterproof		
	Hardness: Shore "a" hardness 70		
	Vapor Permeability: 5.5 grams of vapor p/1 sq. meter per 24		
	Fire Resistance: Self-extinguishing.		
	High Temperature Stability: Unaffected by temperatures of 250°		
	Salt Spray Test: 100% resistant		
	Aging and Adhesion: Unaffected after 800 hours of testing from 60° C. to minus 20° C. with rain, frost, UV light and humidity.		
	Sulfur Dioxide Resistance: Resistant of hot humid atmosphere of 7% concentration of sulfur dioxide.		
	Ozone Resistance: Unaffected by an environment containing 1 PPM ozone for 30 days.		
	Hot Water Immersion: Unaffected after 1000 hours immersion in 100° F. water.		
	Impact Resistance: 90 Newton's, no damage.		
	Resists 100% against sodium hydroxide at pH 14 C.		
	Important Safety Note: In the interest of eliminating harmful fumes which can result from welding procedures, coating used on Dump Body, Host & Hitch must be free of lead, Volatile Organic Compounds or any other hazardous materials as		
	No exception to this safety criteria shall be acceptable.		
<u>AREAS TO BE COATED</u>	The underside of the trailer and the chassis rails.		
<u>VENDOR QUALIFICATIONS:</u>	Vendor must be a factory-authorized representative for components being offered.		
	Vendor must state best delivery available; delivery may be a prime factor in the award of this bid.		
	In order to qualify for warranty, coating must be applied by a certified applicator.		
	Vendor must be available at time of delivery and placement to provide technical expertise.		
	Vendor bidding an alternate must submit a customer list containing not less than twenty (20) references, using current production models of the unit being supplied. List should include agency, contact named and phone numbers.		
<u>MANUFACTURER'S REQUIREMENTS</u>	The manufacturer shall provide standardized factory maintenance and repair manuals for the unit supplied.		
	The manufacturer's Statement of Warranty shall be supplied.		
<u>WARRANTY:</u>	Manufacturer Warranty – standard warranty shall be submitted at the time of the bid.		

		YES	NO
<u>OPTION 1</u>	COMBINATION GATE HINGED TO CURB SIDE (SWING GATE)		

ITEM 6: 30 FOOT DUMP TRAILER STEEL BODY STEEL FRAME

<u>BODY DIMENSIONS:</u>	LENGTH 30' 0"		
	WIDTH 96" Wide		
	HEIGHT 54"		
	END FRAME TO END FLOOR 4 " MAXIMUM		
	TIRE TO END OF BODY 12" MAXIMUM - DUE TO		
	5TH WHEEL HEIGHT 50" Overall Trailer Height: 9' .625"		
<u>CAPACITY:</u>	40 CUBIC YARDS		
<u>SIDES:</u>	MATERIAL FRONT 8 gauge HT		
	MATERIAL REAR 8 gauge HT		
	TOP RAIL 4" X 4" X 1/4" STRUCTURAL ST.TUBE		
	BOARD I Inverted Angle Height: 0"		
	SIDE POSTS Square Side Posts		
	SIDE POST SPACING 24"		
	HORIZONTAL BRACES *** NONE ***		
<u>FLOOR:</u>	FRONT 1/4 HT		
	REAR 1/4 HT		
<u>BULKHEAD:</u>	MATERIAL 8 gauge HT		
<u>UNDER-STRUCTURE:</u>	TYPE 4" I-Beam ON 12" CENTERS		
	LONGITUDINALS 6" X 6" X 3/8" ANGLE		
<u>TAILGATE:</u>	TYPE Offset Top Hardware		
	STYLE Boxed Panel		
	SHEET 3/16 HT		
	HEIGHT 60 "		
	SLOPE 0"		
	GATE SEAL Rubber Seal		
	NUMBER OF PANELS 6		
	COAL DOORS NO OF: 0 MATERIAL: ** NONE **		
	APRON Weld On w/Std Rear Lights		
	CONTROLS Air T-Gate Latch,Bulkhead Mounted		
<u>ACCESSORIES:</u>	LADDERS Driver's side front outside		
	SHOVEL BRACKET Bulkhead, Driver's Side (St)		
	TARP RAIL Tarp rail-flat, both Sides		
<u>TARP SYSTEM:</u>	Electric Dump Body Covering System, Aero Industries Easy Cover Model 575Or Approved Equal, With A Cab Operated		
	Length To Be Adequate To Properly Cover The Dump Body.		

		YES	NO
<u>TARP SYSTEM:</u>	The Arms Are Powered By (2) Powerpack Spring Assemblies Mounted On The Side Of The Dump Body.		
	The Springs Must Be Fully Encased, For Safety And Protection, In A Polished Aluminum Two-Piece Casting.		
	For Replacement Purposes, The Spring/Arm Assemblies Must Be Universal To Eliminate The Need For Driver-Side And Passenger-Side Components.		
	The Springs Must Have The Ability To Be Pre-Loaded With Tension By Simply Rotating The Pivot Post Without Adding Additional Mounting Holes To The Dump Body.		
	The Arm Assembly Shall Consist Of Four (4) Pieces Of High Strength 6061 T6 Aluminum Extrusions With At Least A Minimum Wall Thickness Of .188 For The Ends Of The Tube		
	All Arm Components Must Be Polished. The Arm Sections Shall Telescope To Allow For Length And Width Adjustment, And Must Be Easily Replaceable.		
	Arms Should Be Angled At Approximately 26 Degrees To Allow The Arms To Be Recessed In The Open Position.		
	To Minimize Friction And Wear Within The Tarp Pocket, The Rear Cross Tube Shall Be Round.		
	The Roll-Up Tube Assembly Is To Be A 6061 T6 Aluminum Extrusion With Zinc Plated Steel Machined End Shafts.		
	It Shall Be A Telescoping Design So The Width Can Be Adjusted Without Cutting The Roll-Up Tube.		
	The Roll-Up Tube Shall Be Designed So The Tarp Can Easily Be Attached Without Drilling Any Holes.		
	The Roller Assembly Mounting Plates Shall Be Polished Aluminum With High- Speed Flanged, Pre-Lubricated Bearings.		
	A One-Pieced Polished Aluminum Wind Deflector Is To Be Secured To The Roller Assembly Mounting Plates.		
	To Minimize Installation Time, The Wind Deflector Must Be Designed So No Cutting (To Length) Or Drilling Is Required.		
	The 12-Volt Electric Motor Shall Have A Right-Angle Gearbox With A Removable Chrome Plastic Cover.		
	The Gears Must Be Hardened And Ground Steel, Encased In A Metal Housing, And Shall Be Designed To Ensure The Tarp Cannot Back-Drive.		
	The Cab Installed Rocker Switch Is To Be Self-Centering, Constructed Of Metal.		
	A Reverse Dc Contactor And All Necessary Wire Fasteners And Electric Hardware Shall Be Furnished. The Motor Shall Carry A Three (3) Year Non- Prorated Warranty.		
	The Systems Shall Include A Double-Arm That Is Attached To The Primary Swing Arms.		

		YES	NO
<u>TARP SYSTEM:</u>	The Second Arm Shall Pivot Freely On The Primary Swing Arm And Be Orientated Opposite The Rear Cross Tube To Provide Gravity Assisted Downward Force To Hold The Tarp Behind The Cab Shield And Minimize Tarp Lifting Or Sailing.		
	To Prevent The Rear Swing Arms From Lifting Or Bouncing When The Tarp Is In The Closed Position, The System Shall Be Equipped With Locks Near The Rear Cross Tube That Automatically Engage When The Tarp Is Fully Closed, And Immediately Automatically Unlock When The Process To Open The Tarp Is Initiated.		
	The Lock And Unlock Processes Must Be Accomplished Through The Normal Course Of Operating The Rocker Switch In The Cab- No Additional Steps By The Operator Are Permitted To Secure The Rear Cross Tube And Swing Arms		
	The Tarp Material Shall Be Vinyl Coated Nylon Or Polyester Mesh, Suitable For Covering Aggregates.		
	The Tarp Is To Finish 85 Inches Wide.		
	All Sewing Is To Be Lock-Stitched; Chain Stitching Is Not		
	A Minimum Of Two (2) Polyester Web Reinforcements Is To Be Sewn Or Welded To The Tarp Longitudinally For Stability.		
<u>CHASSIS:</u>	LENGTH 29' 8"		
	CYLINDER (95300) 95-4461-300		
	BEAM 16" I-BEAM @31# STRUCTURAL STEEL		
	KING PIN Standard King Pin		
	KING PIN SETTING 18"		
	5TH WHEEL PLATE 3/8" A36		
	LANDING GEAR Holland Mark V - Travel 18.7"		
	BUMPER ICC Type		
	PRIMARY SUSPENSION Susp.,Reyco 52,000# 9-Leaf		
	PRIMARY AXLES Dana D22 #25000 .58 Wall 96" wide trailer		
	BRAKES 2S/1M Tandem Air Brake System		
	HUBS AND DRUMS Walther Hub piloted short stud		
	TIRE STYLE DUAL		
	WHEELS OUTSIDE Wheel 24.5x8.25 10H Pilot Stl		
	WHEELS INSIDE Wheel 24.5x8.25 10H Pilot Stl		
	TIRES DUNLOP SP160 11R24.5 16 PLY		
<u>MISCELLANEOUS:</u>	ELECTRICAL LED Elec Pkg w/Lghts In Pan		
	LIGHTS ICC Required		
	MUDFLAPS Full Across (3)		
<u>STEERABLE TAG:</u>	AHEAD OF TANDEMS.		
	2 MATCHING TIRES & RIMS FOR LIFT AXLE.		
	WATSON STEERABLE #20,000 10H HP		
<u>PAINT:</u>	FRAME ONE COLOR GENESIS PAINT		
	BODY ONE COLOR GENESIS PAINT		

		YES	NO
RUST PROTECTION SPECIFICATIONS: MEGAFLEX			
<u>PRODUCT DESCRIPTION</u>	Product shall be acrylic, abrasion resistant, rust preventive		
	Coating must be one part acrylic base self priming, thixotropic semi-paste coating that contains at least 36% highly elastic in water dispersed polymers.		
	V.O.C. (volatile Organic Compound) shall be 0.01 or less as evidenced by OSHA Form 174 MSDS.		
	Coating cannot contain any lead, organic solvents, or bitumastic materials or other hazardous ingredients as		
	Coating shall be 100% waterproof.		
	Coating must be 100% ultraviolet resistant so as not to breakdown as a result of long term exposure to sunlight.		
	Coating must be capable of 200% elongation so as to completely prevent cracking due to expansion and contraction as well as dimpling resulting from impacts.		
	Coating must afford excellent chemical resistance to acids alkalis, salts and fuels.		
	Coating must be self-extinguishing.		
	Coating must dry to a smooth texture.		
	Coating dry film thickness shall be 14 mil.		
	Coating samples wet and dry shall be submitted for evaluation at the time of the bid if supplying an alternate product.		
<u>TECHNICAL PERFORMANCE CRITERIA:</u>	Coatings offered shall have been tested in the following areas.		
	Results as listed below shall be considered the minimum acceptable to the County.		
	Test documentation must be available upon request.		
	Specific Gravity: Not less than 1.28		
	Solids by Weight: Not less than 57%		
	Spread Rate: 400 grams per sq./meter @ 13 mils		
	Dry Time: 30 minutes at 70°F. and 50% relative humidity.		
	Cure Time: 48-72 hours after final coat.		
	Application Temperature: Not less than 45° on substrate.		
	Primer: 33 diluted Magaflex.		
	Elasticity: 200%		
	Water Tightness: 14 mils, waterproof		
	Hardness: Shore "a" hardness 70		
	Vapor Permeability: 5.5 grams of vapor p/1 sq. meter per 24		
	Fire Resistance: Self-extinguishing.		
	High Temperature Stability: Unaffected by temperatures of 250°		
	Salt Spray Test: 100% resistant		
	Aging and Adhesion: Unaffected after 800 hours of testing from 60° C. to minus 20° C. with rain, frost, UV light and humidity.		

		YES	NO
<u>TECHNICAL PERFORMANCE CRITERIA:</u>	Sulfur Dioxide Resistance: Resistant of hot humid atmosphere of 7% concentration of sulfur dioxide.		
	Ozone Resistance: Unaffected by an environment containing 1 PPM ozone for 30 days.		
	Hot Water Immersion: Unaffected after 1000 hours immersion in 100° F. water.		
	Impact Resistance: 90 Newton's, no damage.		
	Resists 100% against sodium hydroxide at pH 14 C.		
	Important Safety Note: In the interest of eliminating harmful fumes which can result from welding procedures, coating used on Dump Body, Host & Hitch must be free of lead, Volatile Organic Compounds or any other hazardous materials as		
	No exception to this safety criteria shall be acceptable.		
<u>AREAS TO BE COATED</u>	The underside of the trailer and the chassis rails.		
<u>VENDOR QUALIFICATIONS:</u>	Vendor must be a factory-authorized representative for components being offered.		
	Vendor must state best delivery available; delivery may be a prime factor in the award of this bid.		
	In order to qualify for warranty, coating must be applied by a certified applicator.		
	Vendor must be available at time of delivery and placement to provide technical expertise.		
	Vendor bidding an alternate must submit a customer list containing not less than twenty (20) references, using current production models of the unit being supplied. List should include agency, contact named and phone numbers.		
<u>MANUFACTURER'S REQUIREMENTS</u>	The manufacturer shall provide standardized factory maintenance and repair manuals for the unit supplied.		
	The manufacturer's Statement of Warranty shall be supplied.		
<u>WARRANTY:</u>	Manufacturer Warranty – standard warranty shall be submitted at the time of the bid.		
<u>OPTION 1</u>	COMBINATION GATE HINGED TO CURB SIDE (SWING GATE)		

	ITEM NO. 7 – 30 FOOT DUMP TRAILER ALUMINUM BODY STEEL FRAME		
		YES	NO
BODY	LENGTH 30'0"		
	WIDTH 96" WIDE		
	HEIGHT 54"		
	END FRAME TO END FLOOR 4" MAXIMUM		
	TIRE TO END OF BODY 12" MAXIMUM – DUE TO UNDERRIDE		
BODY:	5TH WHEEL HEIGHT 50" Overall Trailer Height: 9' .625"		
CAPACITY:	40 CUBIC YARDS		
SIDES:	MATERIAL FRONT 3/16" Alum Sheet		
	MATERIAL REAR 3/16" Alum Sheet		
	TOP RAIL 9" Extruded Top Rail-Grooved		
	BOARD I Inverted Angle Height: 0"		
	SIDE POSTS 5/32" Face Extruded Tapered Side Posts		
	SIDE POST SPACING 24"		
	HORIZONTAL BRACES *** NONE ***		
FLOOR:	FRONT 1/4" Alum Plate		
	REAR 3/8" Alum Plate		
BULKHEAD:	MATERIAL 1/4" Alum Plate		
	UNDERSTRUCTURE: TYPE 4" I-BEAM ON 12" CENTERS		
	LONGITUDINALS 6" X 6" X 3/8" ANGLE		
	REAR HINGE Standard Rear Body Hinges		
TAILGATE:	REAR CORNER POST HGHT 60" Post Height		
	TYPE TOP OFFSET ALUM		
	STYLE HORIZONTAL PANEL		
	SHEET 1/4" Alum Plate		
	HEIGHT 60 "		
	SLOPE 0"		
	NUMBER OF PANELS 3 Panel		
	APRON 7" Alum Weld-on w/ Light Pan & Mudflaps		
	CONTROLS Air-gate Frame Manual		
	GATE SEAL *** NONE ***		
ACCESSORIES:	LADDERS D.S.First post outside		
	LADDERS *** NONE ***		
	SHOVEL BRACKET Bulkhead, Driver's Side (Al)		
	TARP RAIL Grooved Tarp Rail, Both Sides		
	STRIPE *** NONE ***		
TARP SYSTEM:	Electric Dump Body Covering System, Aero Industries Easy Cover Model 575 Or Approved Equal, With A Cab Operated Rocker Switch.		
	Length To Be Adequate To Properly Cover The Dump Body.		
	The Arms Are Powered By (2) Powerpack Spring Assemblies Mounted On The Side Of The Dump Body.		

		YES	NO
	The springs must be full encased, for safety and protection, in a polished aluminum two-piece casting		
	For replacement purposed, the spring/arm assemblies must be universal to eliminate the need for driver-side and passenger-side components		
	The springs must have the ability to be pre-loaded with tension by simply rotating the pivot post without adding additional mounting holes to the dump body.		
	The Arm Assembly Shall Consist Of Four (4) Pieces Of High Strength 6061 T6 Aluminum Extrusions With At Least A Minimum Wall Thickness Of .188 For The Ends Of The Tube For Strength Purposes.		
	All Arm Components Must Be Polished. The Arm Sections Shall Telescope To Allow For Length And Width Adjustment, And Must Be Easily Replaceable.		
	Arms Should Be Angled At Approximately 26 Degrees To Allow The Arms To Be Recessed In The Open Position.		
	To Minimize Friction And Wear Within The Tarp Pocket, The Rear Cross Tube Shall Be Round.		
	The Roll-Up Tube Assembly Is To Be A 6061 T6 Aluminum Extrusion With Zinc Plated Steel Machined End Shafts.		
	It Shall Be A Telescoping Design So The Width Can Be Adjusted Without Cutting The Roll-Up Tube.		
	The Roll-Up Tube Shall Be Designed So The Tarp Can Easily Be Attached Without Drilling Any Holes.		
	The Roller Assembly Mounting Plates Shall Be Polished Aluminum With High- Speed Flanged, Pre-Lubricated Bearings.		
	A One-Pieced Polished Aluminum Wind Deflector Is To Be Secured To The Roller Assembly Mounting Plates.		
	To Minimize Installation Time, The Wind Deflector Must Be Designed So No Cutting (To Length) Or Drilling Is Required.		
	The 12-Volt Electric Motor Shall Have A Right-Angle Gearbox With A Removable Chrome Plastic Cover.		
	The Gears Must Be Hardened And Ground Steel, Encased In A Metal Housing, And Shall Be Designed To Ensure The Tarp Cannot Back-Drive.		
	The Cab Installed Rocker Switch Is To Be Self-Centering, Constructed Of Metal.		
	A Reverse Dc Contactor And All Necessary Wire Fasteners And Electric Hardware Shall Be Furnished. The Motor Shall Carry A Three (3) Year Non- Prorated Warranty.		
	The Systems Shall Include A Double-Arm That Is Attached To The Primary Swing Arms.		

		YES	NO
<u>TARP SYSTEM:</u>	The Lock And Unlock Processes Must Be Accomplished Through The Normal Course Of Operating The Rocker Switch In The Cab- No Additional Steps By The Operator Are Permitted To Secure The Rear Cross Tube And Swing Arms To The Tailgate.		
	The Tarp Material Shall Be Vinyl Coated Nylon Or Polyester Mesh, Suitable For Covering Aggregates.		
	The Tarp Is To Finish 85 Inches Wide.		
	All Sewing Is To Be Lock-Stitched; Chain Stitching Is Not		
	A Minimum Of Two (2) Polyester Web Reinforcements Is To Be Sewn Or Welded To The Tarp Longitudinally For Stability.		
<u>CHASSIS:</u>	LENGTH 29' 8"		
	CYLINDER (95300) 95-4461-300		
	BEAM 16" I-BEAM @31# STRUCTURAL STEEL		
	BOTTOM STIFFENER * * None * *		
	KING PIN Standard King Pin		
	KING PIN SETTING 18"		
	5TH WHEEL PLATE 3/8" A36		
	LANDING GEAR Holland Mark V - Travel 18.7"		
	BUMPER ICC Type		
	HOOK UP 5100 Series, 9' Hose		
	RUNNING GEAR: PRIMARY SUSPENSION Susp.,Reyco 52,000# 9-Leaf		
	PRIMARY AXLES Dana D22 #25000 .58 Wall 96" wide trailer		
	BRAKES 4S/2M Tandem Air Brake System		
	HUBS AND DRUMS Walther Hub piloted short stud		
	TIRE STYLE DUAL		
	WHEELS OUTSIDE Wheel 24.5x8.25 10H Pilot Stl		
	WHEELS INSIDE Wheel 24.5x8.25 10H Pilot Stl		
	TIRES DUNLOP SP193 11R24.5 14 PLY		
	MISCELLANEOUS: ELECTRICAL LED Elec Pkg w/Lghts In Pan		
	LIGHTS ICC Required		
	MID TURNS Amber Mid-Turns		
	MUDFLAPS Full Across (3)		
	MUDSHIELD Standard Shield		
<u>STEERABLE TAG:</u>	AHEAD OF TANDEMS.		
	2 MATCHING TIRES & RIMS FOR LIFT AXLE.		
	WATSON STEERABLE #20,000 10H HP		
<u>PAINT:</u>	FRAME ONE COLOR GENESIS PAINT		
	BOARDS NOT APPLICABLE		
	BODY Acid Clean		

		YES	NO
RUST PROTECTION SPECIFICATIONS: MEGAFLEX			
<u>PRODUCT DESCRIPTION</u>	The second arm shall pivot freely on the primary swing arm and be orientated opposite the rear cross tube to provide gravity assisted downward force to hold the tarp behind the cab shield and minimize tarp lifting or sailing		
	To prevent the rear swing arms from lifting or bouncing when the tarp is in the closed position, the system shall be equipped with locks near the rear cross tube that automatically engage when the tarp is fully closed, and immediately unlock when the process to open the tarp is initiated.		
	Product shall be acrylic, abrasion resistant, rust preventive		
	Coating must be one part acrylic base self priming, thixotropic semi-paste coating that contains at least 36% highly elastic in water dispersed polymers.		
	V.O.C. (volatile Organic Compound) shall be 0.01 or less as evidenced by		
	Coating cannot contain any lead, organic solvents, or bitumastic materials or other hazardous ingredients as evidenced by OSHA Form 174.		
	Coating shall be 100% waterproof.		
	Coating must be 100% ultraviolet resistant so as not to breakdown as a result of long term exposure to sunlight.		
	Coating must be capable of 200% elongation so as to completely prevent cracking due to expansion and contraction as well as dimpling resulting from impacts.		
	Coating must afford excellent chemical resistance to acids alkalis, salts and fuels.		
	Coating must be self-extinguishing.		
	Coating must dry to a smooth texture.		
	Coating dry film thickness shall be 14 mil.		
	Coating samples wet and dry shall be submitted for evaluation at the time of the bid if supplying an alternate product.		
<u>TECHNICAL PERFORMANCE CRITERIA:</u>	Coatings offered shall have been tested in the following areas.		
	Results as listed below shall be considered the minimum acceptable to the		
	Test documentation must be available upon request.		
	Specific Gravity: Not less than 1.28		
	Solids by Weight: Not less than 57%		
	Spread Rate: 400 grams per sq./meter @ 13 mils		
	Dry Time: 30 minutes at 70°F. and 50% relative humidity.		
	Cure Time: 48-72 hours after final coat.		
	Application Temperature: Not less than 45° on substrate.		
	Primer: 33 diluted Magaflex.		
	Elasticity: 200%		

		YES	NO
	Water Tightness: 14 mils, waterproof		
	Hardness: Shore "a" hardness 70		
	Vapor Permeability: 5.5 grams of vapor p/1sq. meter per 24 hours		
	Fire Resistance: Self-extinguishing		
	High temperature Stability: Unaffected by temperatures of 250 degrees F.		
	Salt Spray Test: 100% resistant		
<u>TECHNICAL PERFORMANCE CRITERIA:</u>	Aging and Adhesion: Unaffected after 800 hours of testing from 60° C. to minus 20° C. with rain, frost, UV light and humidity.		
	Sulfur Dioxide Resistance: Resistant of hot humid atmosphere of 7%		
	Ozone Resistance: Unaffected by an environment containing 1 PPM		
	Hot Water Immersion: Unaffected after 1000 hours immersion in 100° F. water.		
	Impact Resistance: 90 Newton's, no damage.		
	Resists 100% against sodium hydroxide at pH 14 C.		
	Important Safety Note: In the interest of eliminating harmful fumes which can result from welding procedures, coating used on Dump Body, Host & Hitch must be free of lead, Volatile Organic Compounds or any other hazardous materials as evidenced by		
	No exception to this safety criteria shall be acceptable.		
<u>AREAS TO BE COATED</u>	The underside of the trailer and the chassis rails.		
<u>VENDOR QUALIFICATIONS:</u>	Vendor must be a factory-authorized representative for components being offered.		
	Vendor must state best delivery available; delivery may be a prime factor in the award of this bid.		
	In order to qualify for warranty, coating must be applied by a certified applicator.		
	Vendor must be available at time of delivery and placement to provide technical expertise.		
	Vendor bidding an alternate must submit a customer list containing not less than twenty (20) references, using current production models of the unit being supplied. List should include agency, contact named and phone numbers.		
<u>MANUFACTURER'S REQUIREMENTS</u>	The manufacturer shall provide standardized factory maintenance and repair manuals for the unit supplied.		
	The manufacturer's Statement of Warranty shall be supplied.		
<u>WARRANTY:</u>	Manufacturer Warranty – standard warranty shall be submitted at the time of the bid.		

<u>COATINGS:</u>			
<u>OPTION 1</u>	COMBINATION GATE HINGED TO CURB SIDE (SWING GATE)		

ITEM NO. 8 - ARTICULATED WHEEL LOADER (w/ 500 Operating hours or less)

It is the intent of these specifications to provide for the purchase of one (1) rubber tired, diesel powered, four (4) wheel drive articulated wheel loader. The following specification is based upon a Komatsu WA320-7 or equal. This specification shall not be interpreted as restrictive, but rather as a measure of safety, quality and performance against which all wheel loaders offered will be compared.

The wheel loader shall be of rugged frame design, fabricated high-strength, low alloy steel. The frame shall be deigned with structural box sections to provide maximum rigidity and resist loading stress and shock.

The wheel loader described shall be the manufacturer's current production model, shall be built no earlier than the 2014 model year and have no more than 500 operating hours.

	YES	NO
<u>ENGINE</u>		
Six (6) cylinder, four (4) cycle, direct start, direct injection, turbocharged, diesel engine with an air-to-air aftercooler. It shall have a bore and stroke of not less than 4.21" x 4.88" producing a displacement of not less than 408 cu.in. The engine shall be rated, per SAE J1349 standards, to produce not less than 165 net FwHP at a governed 2100 rpm.		
Dual Stage, Dry Type, Radial Sealed Air Cleaner w/Dust Evacuator Dust Indicator		
All Speed Electrical Governor		
Intake Manifold Preheat Starting Aid		
Gear Driven, Forced Lubrication		
Full Flow Filtration w/Spin-on Type Filters		
Water Conditioner		
Hydraulic Driven Auto-Reversing Fan		
Modular Radiator Core and Wide Core Coolers		
Swing Out Aftercooler & Oil Cooler		
Electric Engine Shutoff System w/Key		
Programmable Auto-Idle Shutdown System		
Curved Exhaust Pipe		
Gull Wing Type Engine Side Doors w/ Gas Spring Assist		
Hydraulic Actuated Variable Geometric Turbocharger		
The engine shall be equipped with a diesel particulate filter (DPF) that shall employ both passive and active regeneration by way of a diesel oxidation catalyst. The regeneration process shall be flameless and shall not affect the operation of the wheel loader. The diesel particulate filter shall be capable of manual stationary regeneration.		
The engine shall meet all current interim Tier IV emissions regulations.		

	YES	NO										
The wheel loader shall be equipped with two (2) selectable power modes: - E Mode: Maximum Fuel Efficiency - S Mode: Maximum Power – Hard digging / Hill Climb												
The wheel loader shall employ a 24 Volt electrical system equipped with the following: - 24 Volt / 5.5 kW Starter - 24 Volt / 60 Amp Alternator - 2 x 12 Volt / 92 Amp Hour / 680 CCA Batteries												
<u>ELECTRICAL SYSTEM</u>												
Sealed DT electrical connectors and a battery disconnect switch shall be employed												
<u>TRANSMISSION</u>												
The loader shall be equipped with an electronically controlled, hydrostatic transmission with one (1) piston type pump with two (2) piston type motors, one (1) high speed, one (1) low speed. The system shall be designed to provide the correct power to the transfer case for the work requirements.												
The transmission will be a full auto-shift design with speed range select. The transmission shall be designed to permit the operator to adjust the maximum speed in 1 st speed range.												
Engine power shall be transmitted hydraulically to the transfer case. Power will be transferred from the transfer case to the differentials mechanically.												
The transmission shall have not less than four (4) speeds in forward and reverse. The following speeds shall be considered the minimum for each speed range: <table><tr><td><u>Speed</u></td><td><u>1st</u></td><td><u>2nd</u></td><td><u>3rd</u></td><td><u>4th</u></td></tr><tr><td>FWD/REV (MPH)</td><td>2.5/8.1</td><td>8.1</td><td>11.2</td><td>23.6</td></tr></table>	<u>Speed</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	FWD/REV (MPH)	2.5/8.1	8.1	11.2	23.6		
<u>Speed</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>								
FWD/REV (MPH)	2.5/8.1	8.1	11.2	23.6								
A three (3) mode (Max/On/S) traction control system shall be provided. A “Max” traction button shall be located on the work equipment lever to cancel the traction control temporarily. There shall be two (2) additional control modes that can be set through the monitor panel.												
An inching pedal shall provide for simultaneous control of travel and equipment hydraulic speeds.												
<u>AXLES</u>												
The loader shall be equipped with heavy duty axles with semi-floating shafts and four (4) wheel, inboard mounted, planetary gear type final drives. Both axles shall be equipped with torque proportional differentials. The front axle shall be fixed to the frame. The rear axle shall be center pin supported. It shall oscillate not less a total of 24 degrees.												
The loader shall employ a center-pivot, articulated frame steering system. The system shall be fully hydraulic power assisted and independent of engine rpm. A dedicated piston type hydraulic pump shall be provided												
The steering pump shall have a rated capacity of not less than 47.6 gpm at 2100 engine rpm. The relief valve setting shall be not less than 3000 psi.												

	YES	NO
The minimum turning radius when measured at the center of the outside tire shall be not less than 17' 8".		
The frame shall articulate not less than 38.5 degrees in either direction. Articulation shall be effected by two (2) double acting cylinders with hardened chrome plated piston rods. The cylinders shall have a bore and stroke of not less 2.76" x 17.8".		
<u>LOADER MECHANISM</u>		
The loader lift mechanism shall be of the single bellcrank, "Z-bar" type. It shall have not more than thirteen (13) pivot points. All pivot points shall be equipped with sealed linkage pins. Pivot point lubrication shall be not more frequent than every 250 hours.		
The lift boom arms shall be of a heavy duty, single plate design. They shall be fabricated from high tensile strength steel and shall be designed to withstand maximum stress.		
Boom lift shall be affected by two (2) cylinders with a bore and stroke of not less than 4.7" x 28.7". Bucket tilt shall be affected by a single cylinder with a bore and stroke of not less than 5.9" x 22". All cylinders shall be double acting with hardened chrome plating on the piston rods.		
The loader boom lift cylinders and the bucket tilt cylinder shall be controlled by a "mono-lever" type control located to the operator's right. It shall include an integral forward/reverse switch. A second lever shall be provided to control any attachments such as a multi-purpose bucket. A safety lock shall be provided for the loader control levers.		
The loader control levers shall employ a pilot control system. A dedicated pilot pump shall provide flow to a proportional pressure flow valve. This system shall permit one handed control of loading operations.		
The loader lift mechanism shall be equipped with a "Rap-out" design linkage. This design shall permit shock dumping to remove sticky material.		
The loader lift mechanism shall be equipped with an automatic bucket positioner. This device, which shall stop the bucket automatically at the desired digging angle, shall employ a proximity switch and a bucket control lever on the bucket tilt cylinder. The positioner may be reset manually to meet the digging angle requirement of a particular job.		
The loader lift mechanism shall be equipped with an automatic boom kickout. This device, which shall stop the boom at the desired lifting height, shall employ a proximity switch and an arm control lever, which shall be mounted on the boom arm. The kickout may be reset manually if desired.		
<u>BRAKES</u>		
The wheel loader shall be equipped with four (4) wheel, hydraulic, inboard mounted wet disc type service brakes. The service brakes shall be controlled by two (2) pedals. Both pedals shall be used for braking. A selector switch shall be provided to allow the left pedal to be used to neutralize the transmission.		
The wheel loader shall be equipped with a wet disc type parking brake, which shall be located inside the transmission case. It shall be spring applied and hydraulically released. The parking brakes shall be self-adjusting.		

	YES	NO
<u>HYDRAULIC SYSTEM</u>		
The wheel loader shall employ a dual speed hydraulic system, which shall be equipped with an oil cooler.		
The hydraulic system shall employ a variable displacement type main pump with a rated output of not less than 47.6 gpm at 2100 engine rpm. The main hydraulic system relief valve shall be set for a maximum pressure of 3000 psi.		
All hydraulic flow shall pass through a three (3) spool control valve. The first spool shall feed the steering circuit. A second spool will control flow to the loader circuits. The third spool shall provide flow for any attachments, such as a multi-purpose bucket. All necessary piping on the loader arm shall be provided for the attachment circuit.		
<p>The hydraulic system shall be sufficient to provide the following cycle times:</p> <p>Raise Boom 6.1 sec.</p> <p>Lower Boom 3.5 sec.</p> <p><u>Dump Bucket 1.9 sec.</u></p> <p>Total Cycle 11.5 sec.</p>		
<u>OPERATOR'S COMPARTMENT</u>		
The wheel loader shall have its operator's compartment located on the rear frame over the articulation joint. The operator's compartment shall consist of a fully enclosed steel ROPS/FOPS cab. The cab shall be a two (2) door walk through design with access ladders and handrails on both sides.		
Air Conditioner / Heater / Defroster / Pressurizer		
Electrically Heated Rear Window		
Front (Intermittent) Wiper & Rear Wiper		
Front & Rear Washers		
One (1) Internal & Two (2) External Rearview Mirrors		
Heated Air Suspension Type Seat w/3" Retractable Seatbelt Adjustable Armrests		
AM/FM Radio with Speakers and Auxiliary Jack		
High Resolution LCD 7" Color Monitor		
Rearview Monitoring System (Camera)		
Sound Suppression		
Tilttable, Telescopic Steering Wheel		
Ashtray & Lighter		
Two (2) 12V Outlets		
Sun Visor		
Hot/Cold Storage Box		
Floor Mat		
<u>INSTRUMENTATION</u>		
The wheel loader shall be equipped with an electronic equipment management and monitoring system which shall include a high resolution LCD/TFT main and maintenance monitor. The monitors shall include the following:		
<u>Main Monitor</u>		

	YES	NO
Central Warning Lamp / Check Item		
Central Warning lamp – Caution Items		
Headlight High Beam Pilot		
Speedometer (mph)		
Service Meter		
Transmission Shift Indicator		
Turn Signal Pilot		
<u>Maintenance Monitor:</u>		
Air Cleaner Check		
Battery Charge		
Brake Oil Pressure		
Engine Oil Pressure		
Engine Water Level		
Engine Water Temperature		
Fuel Gauge		
Parking Brake Light		
Torque Convertor Temperature		
Diesel Particulate Filter (DPF)		
Hydraulic Oil Temperature		
DPF Regeneration Check		
GPS Message Center		
Seat Belt Caution		
<u>LIGHTS</u>		
Two (2) Front Chassis Mount Work Lights (Halogen) w/Hi-Low Beams		
Two (2) Front Cab Mount Work Lights (Halogen)		
Two (2) Rear Chassis Mount Work Lights (Halogen)		
Two (2) Front & Two (2) Rear Turn Signals w/Hazard Switch		
Stop & Tail Lights		
Back-up Light		
The wheel loader shall be equipped with a strobe light package designed that four (4) perimeter lights shall strobe alternately when engaged. The strobe lights shall be controlled by a toggle switch.		
<u>TIRES</u>		
The wheel loader shall be equipped with new 23.5R25 (L-3) radial tires. Michelin or Bridgestone are acceptable		
<u>PAINT</u>		
The wheel loader shall be painted the manufacturer's standard colors		
<u>SERVICE CAPACITIES</u>		
The following service capacities shall be considered minimums for a wheel loader of this class:		
Cooling System 7.4 gal.		
Engine Crankcase 6.1 gal.		
Differential & Final Drive (ea. axle) 6.7 gal.		
Hydraulic System: 23.7 gal.		
Fuel Tank 64.7 gal.		

	YES	NO
<u>OPERATING DIMENSIONS & CAPACITIES</u>		
The following operating parameters, which are calculated per SAE J-732C and J-742B standards, are to be considered minimums for a wheel loader of this class:		
Max. Hinge Pin Height 13'2"		
Dump Clearance @ Max. Hgt. 9' 5"		
Reach @ Max. Hgt. 3'3"		
Reach @ 7' Dump Hgt. 5'3"		
Overall Length 25'0"		
Breakout Force 36,310#		
Tip Load - Straight 25,640#		
Tip Load - Full Turn 21,186#		
Operating Weight 33,371#		
Note: For purpose of comparison, the above data is based on a machine equipped with a pin-on bucket.		
<u>ADDITIONAL EQUIPMENT</u>		
The wheel loader shall be equipped with the following additional equipment:		
Back-up Alarm		
Centralized Grease Banks		
Std. Counterweight		
717 lb. Additional Counterweight		
Electric Horn		
Electronically Controlled Suspension System (Ride Control)		
Lifting Eyes		
Full Front & Partial Rear Fenders		
Tool Box (In Battery Box)		
Vandalism Protection w/Caplock & Cover for Fuel Tank		
Padlocks: Battery Box; Hydraulic Oil Tank; Engine Hood Side Panels; Radiator Cap Cover; Radiator Tank; Transmission Oil Filler Cover		
Voltage Converter (5 Amp / 12 Volt)		
<u>WIRELESS REMOTE MONITORING SYSTEM</u>		
The wheel loader shall be equipped with a satellite-based, remote wireless monitoring and management system. The system shall be designed to utilize global positioning satellite technology. The system shall be designed to be operated by any Windows based PC operating system using commercially available software. Information shall be accessed through an internet-based portal, providing e-mail and text alerts, web dial-up service, and monthly summary reports.		
The system shall provide the following machine and operation information:		
<u>Fleet Optimization</u>		
Fuel consumption data and trends		
Machine fuel level		
Machine utilization		

	YES	NO
Actual working hours/machine idle hours		
Attachment usage hours		
Machine travel hours		
Machine load analysis		
Operating mode ratios		
<u>Location and Asset Management</u>		
GPS location/Operation maps Out-of-area and movement alert with location and time		
Engine, nighttime and calendar lock		
<u>Maintenance Management</u>		
Service meter reading		
Maintenance replacement notifications		
Cautions/Abnormality codes		
<u>COUPLER SYSTEM</u>		
The wheel loader shall be equipped with a male master located on the boom arms which shall be compatible with the bucket specified. It shall be activated by means of a switch located within the operator's compartment		
<u>BUCKET</u>		
The wheel loader shall be equipped with a multi-purpose type bucket rated by SAE standards at not less than 3.25 cu. yd. at a density of not less than 2700 lb./yd. The bucket shall be not less than 108" wide and shall be equipped with a bolt-on cutting edge. It shall be equipped with a female coupler component as described in the section on the coupler system.		
<u>SPARE PARTS PACKAGE</u>		
The wheel loader specified shall be supplied with the following spare parts package:		
One (1) Complete Set of Radiator Hoses w/ Clamps		
Three (3) Complete Sets of All Filters		
One (1) Complete Set of All Belts		
One (1) Grease Gun w/ One (1) Case of Cartridges		
Two (2) Spare Keys		
Only original equipment manufacturer's genuine replacement parts shall be quoted. Generic parts will not be accepted.		
A listing of parts bid by part number must be submitted as part of the bid		
One complete set of operators and parts manual		
Four (4) set of keys		
<u>COMPLIMENTARY MAINTENANCE PROGRAM</u>		
The successful bidder shall perform periodic maintenance on the machine being offered at no charge. It shall include, but not be limited to, the following service at the noted hourly intervals:		

DESCRIPTION	INTERVALS				
	250	500	1000	1500	2000
PERFORM KOWA SAMPLING- ENGINE, FRONT AXLE, REAR AXLE ONLY	X				
CLEAN AC FRESH AND RECIRC AIR FILTERS	X				
CHANGE HYDRAULIC OIL	X				X
REPLACE HYDRAULIC OIL FILTER ELEMENT	X				X
CHANGE TRANSMISSION OIL	X		X		X
REPLACE TRANSMISSION OIL FILTER	X		X		X
REPLACE TRANSMISSION OIL STRAINER	X		X		X
CLEAN AIR CLEANER ELEMENT	X	X	X	X	X
CHECK AND CLEAN FUEL BREATHER ELEMENT	X	X	X	X	X
LUBRICATE REAR AXLE PIVOT PIN	X	X	X	X	X
LUBRICATE WORK EQUIPMENT	X	X	X	X	X
DRAIN WATER AND SEDIMENT FROM FUEL TANK	X	X	X	X	X
CHECK PARKING BRAKE	X	X	X	X	X
<u>COMPLIMENTARY MAINTENANCE PROGRAM – cont'd.</u>	250	500	1000	1500	2000
CHECK WHEEL HUB BOLTS AND RETIGHTEN AS NECESSARY	X	X	X	X	X
COMPLETE 50 POINT INSPECTION FORM; LEAVE PINK COPY WITH CUSTOMER OR IN CAB	X	X	X	X	X
RESET MONITOR PANEL MAINTENANCE COUNTER FOR APPROPRIATE ITEMS		X	X	X	X
PERFORM KOWA SAMPLING (5 samples) – engine, transmission, hydraulics, front & rear axle		X	X	X	X
CHANGE ENGINE OIL		X	X	X	X
REPLACE ENGINE OIL FILTER		X	X	X	X
REPLACE AC FRESH & RECIRC AIR FILTERS		X	X	X	X
REPLACE FUEL PRE-FILTER		X	X	X	X
REPLACE FUEL MAIN FILTER			X		X
CLEAN TRANSMISSION BREATHER ELEMENT			X		X
LUBRICATE CENTER HINGE PIN			X		X
LUBRICATE DRIVE SHAFT CENTER SUPPORT			X		X
CHANGE FRONT AND REAR AXLE OIL					X
REPLACE HYDRAULIC TANK BREATHER ELEMENT					X
CLEAN HYDRAULIC OIL STRAINER					X
REPLACE KCCV FILTER					X
CHANGE COOLANT					X

	YES	NO
<p>The wheel loader shall also receive two (2) complimentary diesel particulate filter exchange units for the first 5 years / unlimited hours.</p> <p>-OR-</p> <p>Two (2) <i>Unplanned</i> times during the 5 years – (manufacturer’s pre-authorization required)</p>		
<u>VENDOR PARTS & SERVICE REQUIREMENTS</u>		
Vendor submitting bid must be manufacturers’ authorized representing dealer for the products being bid, capable of extending all services available including manufacturers’ warranty repairs, parts and other support services.		

Item No. 9: Solar Tech Arrow Board Model AB-0515 or Equal

	YES	NO
<u>LAMP PANEL</u>		
Panel Size 96" x 48" (244 cm x 122 cm)		
Panel construction all aluminum with welding frame		
Panel finish matte black baked enamel finish		
Number of lamps: 15		
Lamp intensity 1,000 candela (typical)		
Lamp beam angle 30 degrees horizontal x 6 degrees vertical (minimum)		
Lamp construction LED (21 per lamp) in unbreakable sealed polycarbonate housing		
Lamp shrouds 360 degrees high-impact plastic		
Rear panel indicators three (3) LED		
<u>TRAILER</u>		
Length overall 100" (254 cm)		
Length excluding tongue 53" (135 cm)		
Width overall 96" (244 cm)		
Width across fenders 75" (190 cm)		
Height traveling 92" (243 cm)		
Height operating 134" (340 cm)		
Ground clearance 13.5" (34 cm)		
Weight 1,180 lbs. (535 kg) approximately		
Hitch 2" ball (64 mm) pintle ring		
Lifting mechanism 1,000 lb. (454 kg) capacity (minimum) automatic brake winch and cable		
Trailer Plug 7 pin RV		
<u>ENERGY SOURCE</u>		
Operating voltage 12 volts DC (nominal)		
Battery type 6 volt heavy duty deep cycle (GC-2)		
Number of batteries two (2) standard lead acid (flooded)		
With auxiliary batteries four (4) standard lead acid (flooded)		
Battery capacity 260 amp hours		
With auxiliary batteries 520 amp hours		
Battery status indicator displays full charge, normal and low battery condition		
Solar array construction top-mounted solar panels in aluminum frame		
Solar array power output 40 or 80 watts-field-upgradable		
Solar charge controller fully automatic, temperature compensated		

		YES	NO
	<u>CONTROLLER</u>		
	Controller circuitry ultra-low power solid state		
	Lamp patterns all standard 15 and 25 lamp flashing and sequential		
	Lamp flash rate 30 per minute		
	Lamp dimming manual and automatic		
	Lamp dimming ratio 50%, fully dimmed at approximately five footcandles		
	Lamp power drivers current limited and thermal overload protected with "soft start" feature		
	Low voltage disconnect 10.70 volts		
	High voltage disconnect 15.10 volts		
	WARRANTY		
	Standard Manufacturer's Warranty Applies		

ITEM 10: MOBILE STOCK PICKERS MSP SERIES 15MSP OR EQUAL

	YES	NO
Platform Height 15' 3" (4.64 m)		
Working Height 21' 3" (6.48 m)		
Drive Height Max. Platform Height		
Stowed Height 78" (198 cm)		
Platform Entry Height		
Stock Picking Platform 18"		
Extension Platform 19"		
Platform Capacity:		
Stock Picking Platform 500 lb (227 kg)		
Capacity Platform/Tray 300/150 lb (136/68 kg)		
Platform Size (W x L):		
Stock Picking Platform 28 x 48" (71 x 122 cm)		
Platform with Folding Material Tray 26 x 30" (66 x 76 cm)		
Overall Vehicle Legth:		
Chassis Length 53.5" (136 cm)		
Stock Picking Platform 74" (188 cm)		
Platform with Folding Material Tray 70" (198 cm)		
Overall Vehicle Width:		
Chassis Width 29.5" (75 cm)		
Chassis Width with Bumper N/A		
Stock Picking Platform 31.5" (80 cm)		
Extension Platform 31.5" (80 cm)		
Gross Vehicle Weight:		
Stock Picking Platform 2,425 lb (1,100 kg)		
Extension Platform 2,395 lb (1,086 kg)		
Drive Maximum Speed:		
Platform: Lowered/Elevated 3.5 mph (5.5 km/h)/ 0.6 mph (0.96 km/h)		
Turning Radius 0" (0 cm)		
Intersecting Aisle (assuming turning out of 36" aisle) 80" (203 cm)		
Gradeability 20%		
Underclearance 2" (5 cm)		
Wheel & Batteries:		
Rear Drive & Steer Wheels 12.62 x 4" (32 x 10 cm)		
Front Caster Wheels 8 x 2.5" (20 x 6 cm)		
Standard Tire Material Non-Marking		
Batteries Two Sealed 100 amp-hr Glass Mat (AGM)		
Battery Charger 25 Amp Automatic		
Drive System 4 Brush direct electric Drive planetary gear)		
WARRANTY		
Warranty to be one year parts and labor		

Item 11 - KM 4000T ASPHALT HOTBOX RECLAIMER TRAILER UNIT OR EQUAL

INTENT SECTION

It is the intent of the following specification to describe a new, latest model in production a Keizer Morris asphalt hotbox reclaimer trailer unit with various options.

In recognition of the specialized nature of the equipment components and in the interest of insuring the safety of the operators, affixing responsibilities, minimizing downtime, maximizing productivity and insuring proper service, warranty and factory support beyond the point of sale, bids will be accepted only from equipment dealers who are factory authorized to sell, service and provide warranty support in this geographic area.

The Suffolk County has evaluated different types of recycling machines and has determined that this product is best suited for the County's needs in safety, quality, performance, and long term operating costs. This specification is not to be interpreted as restrictive, but rather as a measure of the safety, quality and performance against which all recycling machines will be compared to.

In addition, the items listed below shall be considered as part and parcel to the bid.

Specifications – In the event alternate chassis or equipment brands are bid, each vendor shall at the time of the bid submit two (2) copies of a technical description of the unit and components he/she proposes to furnish for the purpose of evaluation. Said representations should be sufficiently detailed so as to address this bid on an item-by-item basis. Specifications submitted by vendors shall be instrumental in substantiating compliance with this bid.

Brochures – In the event alternate chassis or equipment brands are bid, each vendor shall at the time of the bid, submit two (2) copies of each manufacturer's color brochures depicting current production model, by means of photograph of the unit he/she proposes to furnish for the purpose of evaluation. (Xerox, Fax copy or Artist sketch not acceptable.)

In the event exceptions are taken, the vendor is hereby instructed to annotate and number the exceptions taken and provide all detail relevant to those exceptions listed by corresponding number on a separate sheet of paper.

A bidder may not bid multiple products for one bid item. If a bidder offers more than one, only the lowest prices offering will be considered. In the event price offerings are identical, only the first item listed will be considered.

Instructions to the Bidders:

In the event an alternate is bid, complete product specifications and brochures as described above shall be considered mandatory. The information submitted by vendors shall be instrumental in substantiating compliance with the requirements of this bid. Failure to submit these technical support documents at the time of the bid shall render the bid non-responsive.

In the event exceptions are taken, the vendor is hereby instructed to annotate and number the exceptions taken and provide all detail relevant to those exceptions listed by corresponding number on a separate sheet of paper.

Vendors are cautioned that unsubstantiated claims of compliance to the technical specification and/or any written representations that the product offered is of commensurate capability or an “or equal” nature will not constitute compliance with this requirement.

No individual claim(s) of compliance, equality or superiority shall receive any consideration in the absence of specific technical information to support such claims. The issuance of unsupported claims shall render the bid non-responsive.

In the event an alternate is bid, the Suffolk County reserves the right to request a demonstration within ten (10) working days of notification. Demonstration will be conducted at a designated location within the County, free of charge. Failure to comply with a request for demonstration may result in disqualification of bid.

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<u>GENERAL DESCRIPTION</u>	The intent of this specification is to describe the asphalt hotbox reclaimer unit designed to manage up to two tons (4,000 lbs) of plant asphalt road mix.		
	The unit is designed as a trailer and the hotbox cannot be removed from the trailer framework.		
	The unit offers the user the ability to maintain hot mix asphalt or cold patch material at workable temperatures for up to 60 hours continuously.		
	Variables in the asphalt will determine the actual limits during this		
	The described unit also offers to the user the option to “reclaim” asphalt hot mix from ambient storage temperature to usable hot mix form.		
	A time frame for the reclaiming process can only be determined by “hands on experience” due to variables such as ambient temperatures during the process, age of the material to be reclaimed, volume of material to be reclaimed, etc.		
	Included in this specification for the trailer mounted unit are options which are commonly used with this type of equipment.		
	Option pieces included with this specification are heated tack tank, tack spray pump, solvent tank, utility hand torch, arrow board or safety beacon light, loading winch and davit, tool rack, diesel fired burner, dump box, larger capacity LPG cylinders, low temperature thermostat and hydraulic surge brakes		
	The concept of maintaining and reclaiming asphalt hot mix is not technologically new.		
	The process has been used in some form for more than three decades.		
	The increasing pressure to minimize costs by efficiently maintaining and repairing bituminous surfaces, along with technological manufacturing advances have increased the need for this type of equipment.		
	The described unit uses heat to transfer energy into the stored asphalt.		
	The heat is produced by vapor withdraw of liquefied petroleum (propane) gas in a burner system.		
	Energy is transferred by means of convection within the unit from the burner to the interior walls of the storage bin.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<u>CONCEPT</u>	The transfer of energy from the storage bin walls to the material and throughout is by conduction.		
	Asphalt can be maintained as workable material for lengthy time periods and/or it can be recycled from a hardened state to a malleable product when kept at a specified temperature.		
	The physical properties of the material will vary due to manufacturing and aging.		
	A note of caution; over-heating or heating asphalt for extended periods of time will cause oxidation of the material and irreversible hardening.		
	NOTE: Plant mix design now incorporates more recycled rap! The mix must be evaluated on every load for AC richness to ensure your success in RECLAIMING.		
	The unit also offers the ability to safely maintain temperatures that accommodate standard “cold patching” materials.		
	The heating unit is an efficient use of fuel and controlled by thermostat.		
	The temperatures can be effectively monitored by thermostat and can be set to heat from ambient ranges up to a maximum of 350 degrees Fahrenheit (350°F).		
	An optional low temperature thermostat is recommended to accommodate the range suggested for cold patching materials, which is approximately 80 degrees Fahrenheit (80 F).		
<u>ASPHALT STORAGE BIN</u>	The asphalt storage bin will hold a capacity of up to two (2) tons of asphalt hot mix.		
	The storage bin will be constructed of all welded steel pieces.		
	The floor will be constructed of one solid piece of 10 gauge steel.		
	The sides, front and rear walls will be constructed of 14 gauge steel each a solid piece.		
	The interior heat exchange funnel will be of 12 gauge solid steel.		
	All seams will be a continuous weld.		
	Interior welded ribs at strategic points offer additional structural integrity.		
	Stainless steel panels fabricated of 14 gauge steel and high temperature insulation are attached at strategic points to offer protection from overheating areas of the enclosure.		
	The rear panel of the bin provides a single shovel port attached to the outer skin of the unit by welded 14 ga. metal.		
	The tapered wall of the storage bin offers gravity feed of the material towards the shovel port.		
	Attached to the storage bin is the outer shell of the unit.		
	The outer shell will be fabricated of braced 16 gauge steel.		
	The bottom floor of the unit supports the storage bin with braced channel.		
	A third wall of reflective aluminum is attached and located between the storage bin and the outer shell.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	A 2,300 degree Fahrenheit (2,300°F) refractory ceramic insulation located between the reflective wall and bottom floor insulates the bottom of the unit.		
	High temperature fiber glass insulation not less than two inches (2”) in thickness insulates the exterior walls of the unit.		
	All pieces of the outer shell will be of continuous weld construction.		
<u>HEATING SYSTEM</u>	The heat source is a 60,000 BTU liquid propane gas vapor burner.		
	Temperature is monitored by a thermostat.		
	The thermostat controls the temperature settings from 175 to 350 degrees Fahrenheit.		
	Gas control valve power is supplied by a self-maintaining 750 MV power pile generator.		
	An electric Piezo igniter provides manual pilot ignition.		
	Main gas valve provides the one hundred (100%) percent safety shut-off feature in the event of pilot failure.		
	The LPG burner is mounted under the storage bin.		
	An access panel allows installation, removal and maintenance of the burner.		
	A 14 gauge stainless steel panel is incorporated to offer protection from direct heat and diverts the heat around asphalt hopper bin.		
	High temperature insulation, reflective aluminum and stainless steel deflect heat to provide optimum efficiency.		
	A combination of convection heating and conduction heating which will provide the energy required to heat the material enclosed in the storage bin.		
	Vapor withdrawal from two (2) 30 pound cylinders at the front area of the unit are provided, the cylinders will supply fuel to the burner system.		
	The cylinders shall be secured safely for travel by permanently attached 3/16” chains and adjustable turnbuckles.		
	Approved fuel supply hoses will be supplied with the unit.		
	Automatic changeover gas controls will be supplied and attached to the unit.		
<u>SHOVELING PORT</u>	A single shoveling port located at the rear of the unit is provided for unloading material.		
	The shovel port must be large enough to accommodate standard use asphalt shovels.		
	The doors will be fabricated of welded 16 gauge steel with high temperature insulation enclosed inside the doors.		
	The doors travel in a sliding track which is equipped with a safety latch feature to keep shovel doors open during use.		
	The shovel port is to be a minimum of 16” high by 16” wide.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<u>SHOVEL BRACKETS</u>	The shovel brackets shall be located on the passenger side of box; they are a holster type design to aid in the storage of shovels.		
	The brackets will be permanently attached and capable of securing not less than two (2) standard asphalt type shovels during travel.		
	The shovel shall be easily accessible from the rear working area of the unit.		
<u>FILLING DOORS</u>	A single shock assisted lid is designed to accommodate easy loading of asphalt.		
	The cover/lid will be constructed of 16 gauge steel insulated with not less than 3" of high temperature insulation to offer optimum efficiency.		
	The shock assisted handle allows easy, one man lid opening and prop rod is inserted into position and does not allow the lid to close without the user removing the prop rod.		
	Additional grab handles are located on the opposite sides of the lid.		
	When in the open position, the top cover creates a funnel designed large enough to easily maneuver the unit under standard asphalt filling stations (batch or silo type plants) for filling.		
<u>TRAILER DESIGN</u>	Trailer frame will be 6" @ 8.2 pound channel (8" @ 11.5 pound structural channel is standard with Dump Box Option) outer frame including front and rear cross members.		
	Interior cross members to be 4" @ 5.4 pound channel.		
	The trailer shall have single 7000# rated torque flex axle with 3" drop for a low profile.		
	Wheels to be 16", white spoked rims and ST235/80R16 tires with a minimum load rating of 3520 lbs. each.		
	Tires indicating the USDOT Tire Identification Number (required by DOT after 01/01/2008) shall be used.		
	Twelve volt DC electric brakes will be provided on all wheels.		
	Front leveling jack shall be 5000 pound minimum capacity with 15" adjustable pad. Towing eye to be solid forged steel with minimum 3" interior diameter with height adjustment.		
	Safety chains will be permanent attached 3/8" Class III with grab hooks.		
	Combination stop/tail lights and marker lights will be properly located and wired with not less than 16 gauge UL approved wiring.		
	The front frame of the trailer will enclose the utility area.		
	3/16" (#3) braced expanded steel grating shall be the flooring of the utility area.		
	Permanent attached hooks located inside of the trailer frame offer safety securing devices for tools and equipment during travel.		
	Cross member framework will aid in securing the propane cylinders.		
	All pieces exposed shall be properly coated.		

		YES	NO
	Cure Time: 48-72 hours after final coat		
	Application Temperature: Not less than 45 degrees on substrate. Primer 33% diluted Megaflex		
	Elasticity: 200% Water Tightness: 14 mils, waterproof		
	Hardness: Shore "A" hardness 70		
	Vapor Permeability: grams pq vapor p/1 sq. meter per 24 hours		
	Fire Resistance: Self-extinguishing		
	High Temperature Stability: Unaffected by temperatures of 250 degrees F.		
	Salt Spray Test: 100% resistant		
	Aging and Adhesion: Unaffected after 800 hours of testing from 60 degrees C. to minus 20 degrees C. with rain, frost, UV light and humidity		
	Sulfur Dioxide Resistance: Resistant to hot, humid atmosphere of 7% concentration of sulfur dioxide		
	Ozone Resistance: Unaffected by an environment containing 1 ppm ozone for 30 days		
	Impact Resistance: Hot Water Immersion Unaffected after 1,000 hours immersion in 100 degrees F. water		
	90 Newtons, no damage, Alkalies Resistance Resists 100% against sodium hydroxide at ph 14		
	Coating shall be applied to the Asphalt Patcher underside and frame. Color black		
	<p>Important Safety Note: In the interest of eliminating harmful fumes which can result from welding procedures, coating used on Asphalt Patcher underside and frame must be free of lead, Volatile Organic Compounds or any other hazardous materials as evidenced by MSDS/OSHA. Form 174 to be submitted at the time of the bid.</p>		

		YES	NO
<u>HEATED LIQUID TACK TANK (OPTION 1)</u>	30 gallon capacity tank shall be supplied to transport and heat asphalt tack coatings.		
	Interior, gravity feed designed tank will be of continuous welded 14 gauge steel.		
	The bottom surface of the interior tank to be insulated with high temperature refractory ceramic insulation and stainless steel in order to protect from overheating material.		
	The outer shell of the tank shall be fabricated of 16 gauge steel, all welded seams.		
	High temperature insulation along with a third wall of reflective aluminum shall be attached to the outer shell to aid in heating efficiency.		
	A 1" on/off ball type valve with spout will be supplied to draw the material.		
	The lid will be a weather resistant enclosure attached by hinge with lockable latch.		
	The heated storage unit will be bolted on with not less than 3/8" hardware and removable if required.		
	A 10,000 BTU propane gas vapor burner will provide heating for material.		
	Convection heating will transfer energy to the tank and material.		
	The burner will be thermostatically controlled from 0-150 degrees Fahrenheit.		
	Power to operate the gas control to be supplied by a 750 MV power pile generator with 100% safety shutdown.		
	An electric Piezo igniter provides manual pilot ignition.		
<u>LIQUID TACK SPRAY PUMP (OPTION 2)</u>	The thermostat will be supplied with a stop pin to limit the maximum temperature setting and avoid possible material overheating.		
	A positive displacement, iron gear pump with built in pressure relief valve will provide the ability to spray 3 GPM of tack coating.		
	The pump shall be pre-piped and supplied with an application wand and 15 feet of hose.		
	The pump will be driven by a 5.5 HP gasoline engine.		
	The piping to be complete with a valve and hose for flushing the suction piping, pump and wand with water after each use.		
<u>SOLVENT UTILITY TANK (OPTION 3)</u>	This option requires the purchase of the Heated Liquid Tack Tank option (above).		
	A 7 gallon capacity utility tank shall be supplied for use with cleaning fluids.		
	The tank will be manufactured of 16 gauge welded steel.		
	A 3/4" on/off ball type valve with spout will be supplied to draw the material.		
	The tank to be bolted on with not less than 3/8" hardware and removable if required.		

		YES	NO
	The tank will allow for cleaning of two standard asphalt shovels.		
<u>UTILITY HAND TORCH (OPTION 4)</u>	A 50,000 BTU hand torch with 15' of hose shall be supplied.		
	The torch will receive its fuel supply from the existing liquid propane gas cylinders which supply the fuel to the unit.		
	The torch to have connections located at the rear of the unit making it nearest to the normal working area.		
	3/8" approved quick couplings to be used for easy removal.		
	A manual lighting procedure will be required for ignition.		
	On/off flow control type valve shall be attached to the torch.		
	If this option is selected with the diesel fired burner option, it will be supplied with a stand-alone thirty pound fuel cylinder.		
<u>WARNING SIGNAL/ARROW BAR (OPTION 5)</u>	Proper wiring and brackets shall be provided for safety marking equipment.		
	Arrow warning light bar is switched to allow the user to warn and/or direct the arrow left, right, bar or left and right. KMI standard is the Soundoff signal Trafficmaster amber directional board with controller.		
	Safety beacon light will be switched to allow the user to turn the light on or off.		
	The switch location will be in the control panel of the main heating unit.		
	Specifications must be supplied with purchase order to determine the correct safety light(s).		
<u>LARGER CAPACITY LPG CYLINDERS (OPTION 6)</u>	Two (2), 100 pound liquid propane gas cylinders will be included on the unit.		
	These cylinders will be in lieu of (2) standard thirty pound cylinders.		
	Safety chains will be supplied to secure the cylinders at all times.		
	Chains to be permanently attached and are a minimum of 3/16" chain.		
	NOTE: The heating unit provided offers optimum efficiency and will effectively operate with fuel supplied from thirty pound LPG cylinders or greater.		
	It is suggested by the manufacturer to consider the use of sixty pound cylinders or smaller for ease of handling by the end user(s).		
<u>LOADING WINCH AND DAVIT (OPTION 7)</u>	Manual operated loading winch and davit will be supplied and attached to the trailer.		
	The winch shall have a minimum capacity of 1000 lbs.		
	It will be located at or near the utility area of the trailer in order to aid with loading and unloading miscellaneous items.		
	The winch and davit will be maneuverable in a 360 degree motion.		
<u>TOOL RACK (OPTION 8)</u>	The Tool Rack shall be capable of storing up to six (6) implements in an upright position in the utility area.		
	The frame is constructed of steel angle iron.		
	The hotbox/reclaimer body shall be fabricated with an additional heavy duty channel steel support frame and hydraulic scissor type hoist.		
	The hoist will be sized to provide a minimum of 150% of the required lifting capacity.		

<u>DUMP BOX</u> <u>(OPTION 9)</u>	The hoist will be operated by means of a 12 volt electric pump with integral oil reservoir and push button operator with 10 ft. cord.		
	The push button operator will have a lockable storage box to prevent unauthorized access. The box can dump at up to a 51 degree angle.		
	The unit will be supplied with a pre-wired 12 volt battery and towing vehicle charging system as well as a built in 110 volt/12 volt battery charger for overnight charging.		
<u>DIESEL FIRED</u> <u>(OPTION 10)</u>	Asphalt storage compartment shall be heated by a diesel fired 12VDC burner.		
	Burner rating shall be a minimum of 105,000 BTU.		
	The diesel burner to be equipped with an automatic electronic ignition system.		
	The diesel burner will supply primary combustion air and fuel into the insulated fire box during operation.		
	It will be equipped with 100% safety fuel shut down if burner ignition fails.		
	The combustion chamber temperature will be monitored.		
	In the event of abnormally high temperature in in the chamber, the fuel supply will be cut off the burner will automatically shut down.		
	The diesel burner heating system shall be thermostatically controlled.		
	The temperature settings shall be adjustable between 175 and 350 degrees Fahrenheit.		
	The heating system will be supplied power by a 12 volt battery maintained through the towing vehicle charging system; an on board 110 volt/12volt battery charger to be supplied for overnight charging.		
<u>HYDRAULIC</u> <u>SURGE</u> <u>BRAKES</u> <u>(OPTION 11)</u>	The heating system fuel supply tank shall contain a minimum of 25 gallons.		
	Trailer shall be supplied with a 20,000# hydraulic brake actuator and dual 7000# (each) hydraulic brake axle assembly in place of the standard electric brakes.		
<u>LOW TEMP</u> <u>THERMOSTAT</u> <u>(OPTION 12)</u>	The heating system controls shall have an additional adjustable low range thermostat (55 to 175 degree F.) and a toggle selector switch to allow operation in either high or low temperature range.		
<u>24-HOUR</u> <u>TIMER</u> <u>(OPTION 13)</u>	The main hotbox controls shall be supplied with an electromechanical timer, 120 volt, single phase, to allow for unattended on/off control of the hotbox thermostat circuit.		
	The timer shall be in a steel enclosure with Normally Open, DPST, 2 HP rated contacts.		
	Minimum time setting to be 1 hour and maximum time setting to be 23 hours.		
	Maximum on/off cycles: 12.		

	Timer to be prewired into the hotbox thermostat circuit thru a manual toggle switch.		
	The timer is to be supplied with a 120 volt, single phase, male receptacle permanently mounted in the main control panel.		
ELECTRICAL	The electrical back up warmer offers the unit the ability to keep mix at current temperature without the presence of flame or burner run.		
	The unit utilizes a single phase 220 amp 30 amp triad 5000 watt heating element.		
<u>BACK-UP WARMER (OPTION 14)</u>	The controls are housed in a NEMA 4 enclosure and the unit comes standard with flanged receptacle and plug.		
	NOTE: A 220 volt 30 amp circuit breaker and appropriate cord are required but are not supplied.		
	Should you have need for an option not listed above, please contact us to discuss your requirements.		
<u>PLATE COMPACTOR TAMPER (OPTION 15)</u>	One (1) Multiquip MVC88, as per the following:		
	Honda GX160 Gase Engine		
	Hour meter/tach		
	Sealed Belt Cover		
	Cob Tooth Belt		
	Centrifugal Force 3372LBF, 15KN		
	Exciter Speed		
	Plate Size: 19.7 x 20.7		
	Tamper shall have a secure mount for transport on hot box.		
<u>SPARE TIRE AND RIM (OPTION 16)</u>	Spare Tire and Rim - ST235/80R16 and rim shall be mounted on the trailer.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
Item 12 - KM 8000T ASPHALT HOTBOX RECLAIMER TRAILER UNIT			
<u>GENERAL DESCRIPTION</u>	The intent of this specification is to describe the asphalt hotbox reclaimer unit designed to manage up to four (4) tons (8,000 lbs) of plant asphalt road mix.		
	The unit is designed as a trailer and the hotbox cannot be removed from the trailer framework.		
	The unit offers the user the ability to maintain hot mix asphalt or cold patch material at workable temperatures for up to 60 hours continuously.		
	Variables in the asphalt will determine the actual limits during this process.		
	The described unit also offers to the user the option to “reclaim” asphalt hot mix from ambient storage temperature to usable hot mix form.		
	A time frame for the reclaiming process can only be determined by “hands on experience” due to variables such as ambient temperatures during the process, age of the material to be reclaimed, volume of material to be reclaimed, etc.		
	Included in this specification for the trailer mounted unit are options which are commonly used with this type of equipment.		
	Option pieces included with this specification are heated tack tank, tack spray pump, solvent tank, utility hand torch, arrow board or safety beacon light, loading winch and davit, tool rack, diesel fired burner, dump box, larger capacity LPG cylinders, low temperature thermostat and hydraulic surge brakes.		
	The concept of maintaining and reclaiming asphalt hot mix is not technologically new.		
	The process has been used in some form for more than three decades.		
	The increasing pressure to minimize costs by efficiently maintaining and repairing bituminous surfaces, along with technological manufacturing advances have increased the need for this type of equipment.		
	The described unit uses heat to transfer energy into the stored asphalt.		
	The heat is produced by vapor withdraw of liquefied petroleum (propane) gas in a burner system.		
	Energy is transferred by means of convection within the unit from the burner to the interior walls of the storage bin.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<u>CONCEPT</u>	The transfer of energy from the storage bin walls to the material and throughout is by conduction.		
	Asphalt can be maintained as workable material for lengthy time periods and/or it can be recycled from a hardened state to a malleable product when kept at a specified temperature.		
	The physical properties of the material will vary due to manufacturing and aging.		
	A note of caution; over-heating or heating asphalt for extended periods of time will cause oxidation of the material and irreversible hardening.		
	NOTE: Plant mix design now incorporates more recycled rap! The mix must be evaluated on every load for AC richness to ensure your success in RECLAIMING.		
	The unit also offers the ability to safely maintain temperatures that accommodate standard “cold patching” materials.		
	The heating unit is an efficient use of fuel and controlled by thermostat.		
	The temperatures can be effectively monitored by thermostat and can be set to heat from ambient ranges up to a maximum of 350 degrees Fahrenheit (350°F).		
	An optional low temperature thermostat is recommended to accommodate the range suggested for cold patching materials, which is approximately 80 degrees Fahrenheit (80 F).		
<u>ASPHALT STORAGE BIN</u>	The asphalt storage bin will hold a capacity of four (4) tons of material.		
	The storage bin measures 64” x 72” x 56” from base of bin to peak.		
	The design offers gravity feed of the material towards the shovel ports.		
	The asphalt bin is constructed of four (4) 12 gauge welded steel walls.		
	The floor will be constructed of one solid piece of 12 gauge steel.		
	A third wall of reflective aluminum is attached and located between the storage bin and the outer shell.		
	2,300 degree Fahrenheit refractory ceramic insulation located between the reflective wall and bottom floor insulates the bottom of the unit.		
	High temperature fiber glass insulation not less than 2” in thickness insulates the exterior walls of the unit.		
	The outer shell will be fabricated of braced 16 gauge steel.		
	All seams will be a continuous weld.		
	Interior gussets and supports welded at strategic points provide additional fabricating rigidity.		
	The rear panel of the bin provides two (2) 16” x 20” shovel ports.		
	The heat source is a 60,000 BTU liquid propane gas vapor burner.		
	Temperature is monitored by a thermostat.		
	The thermostat controls the temperature settings from 175 to 350 degrees Fahrenheit.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<u>HEATING SYSTEM</u>	A gas control valve controls the fuel flow and power is supplied by a self-maintaining 750 MV power pile generator.		
	A solid state electronic igniter provides manual push button pilot ignition.		
	Main gas valve provides the one hundred (100%) percent safety shut-off feature in the event of pilot failure.		
	The LPG burner is mounted under the storage bin.		
	An access panel allows installation, removal and maintenance of the burner.		
	A 14 gauge stainless steel panel is incorporated to offer protection from direct heat and diverts the heat around asphalt hopper bin.		
	High temperature insulation, reflective aluminum and stainless steel deflect heat to provide optimum efficiency.		
	The combination of insulation and the “stainless steel diverter” enhances convection heating and conduction heating which will provide the energy required to heat the material enclosed in the storage bin.		
	Liquefied petroleum gas fuel is supplied by propane cylinders.		
	Vapor withdrawal from the cylinders will supply fuel to the burner system.		
	Provisions for securing two (2) 30 pound cylinders at the front area of the unit are provided.		
	The cylinders shall be secured safely for travel by permanently attached 3/16” chains and adjustable turnbuckles.		
	UL approved fuel supply hoses shall be supplied with the unit.		
	Automatic changeover gas controls will be supplied and attached to the unit.		
<u>SHOVELING PORT</u>	A single shoveling port located at the rear of the unit is provided for unloading material.		
	The shovel port must be large enough to accommodate standard use asphalt shovels.		
	The doors will be fabricated of welded 16 gauge steel with high temperature insulation enclosed inside the doors.		
	The doors travel in a sliding track which is equipped with a safety latch feature to keep shovel doors open during use.		
	The shovel port is to be a minimum of 16” high by 20” wide.		
<u>SHOVEL BRACKETS</u>	The shovel brackets shall be located on the passenger side of box; they are a holster type design to aid in the storage of shovels.		
	The brackets will be permanently attached and capable of securing not less than two (2) standard asphalt type shovels during travel.		
	The shovel shall be easily accessible from the rear working area of the unit (except on dump units).		
	Two (2) manual peaked top doors form the lid.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<u>FILLING DOORS</u>	Each door will be constructed of 16 gauge steel insulated with not less than 3" inches of high temperature insulation to offer optimum efficiency.		
	The two doors measure 32" x 72" and shall be 3.25" thick.		
	Two (2) cantilevered handles allow easy, one man lid opening and closing.		
	The handles to be fabricated of square tubing and allow the user to open and close the unit from a ground standing position.		
	A replaceable gas spring shall be affixed to each door to reduce opening force as well as hold the door in the open position for filling.		
	The maximum opening force required to be no more than 15 lbs.		
	Additional grab handles to be located on the opposite sides of the lid.		
	When in the open position, the lids creates a funnel designed large enough to easily maneuver the unit under standard asphalt stations (batch or silo type plants) for filling and open to protect the unit.		
<u>TRAILER DESIGN</u>	Trailer frame will be 6" @ 8.2 pound structural channel (8" @ 11.5 pound structural channel is standard with Dump Box Option) outer frame including front and rear cross members.		
	Trailer incorporates six (6) cross members total.		
	Interior cross members to be 4" @ 5.4 pound channel.		
	The trailer shall have tandem, 7000# rated axles. 24", five (5) leaf slipper springs will be used for suspension.		
	Wheels to be 16", white spoked rims and ST235/80R16 tires with a minimum load rating of 3510# each.		
	Spare Tire and Rim - ST235/80R16 and rim shall be mounted on the trailer.		
	Twelve volt DC electric brakes will be provided on all wheels.		
	adjustable pad.		
	Towing eye to be solid forged steel, 20,000 pound rated, with minimum 3" interior diameter and height adjustment.		
	Overall standard length to be 18' x 96" - height of unit is 84". Safety chains will be permanent attached 3/8" Class III with grab hooks.		
	Combination LED stop/tail lights and marker lights will be properly located and wired with not less than 16 gauge UL approved wiring.		
	Trailers shall be compliant with NATM requirements.		
	The front frame of the trailer will enclose the utility area.		
	3/16" (#3) braced expanded steel grating (meets deflection requirements of Federal Specification RR-G-661-B) shall be the flooring of the utility area.		
	Permanent attached hooks located inside of the trailer frame offer safety securing devices for tools and equipment during travel.		
	Cross member framework will aid in securing the propane cylinders.		

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
	The fenders shall be a minimum of 3/16" steel "diamond" floor plate for slip resistance and rigid enough to be used as a work platform.		
	Protective tail light pockets will be an integral part of each fender.		
<u>PAIN</u>T	All pieces exposed shall be properly coated.		
	All raw materials used in the manufacturing process shall be new and unused and properly coated with an industrial equipment primer and industrial equipment paint coating.		
	Keizer-Morris International yellow will be the primary coating color.		

RUST PREVENTIVE ABRASION RESISTANT COATING

		YES	NO
	Asphalt Patcher underside and frame must be coated in Megaflex Preventive Abrasion Resistant Coating.		
	Coating must be a one part acrylic base self-priming, thixotropic semi-paste coating that contains at least 36% highly elastic in water-dispersed polymers.		
	Coating must be fluid applied and cure to form a seamless rubber anti-rust and waterproof coating that can be applied over clean dry surfaces of other tight coatings. V.O.C. (Volatile Organic Compound) shall be 0.01 or less.		
	Coating must be 100% waterproof		
	Coating must be 100% ultra-violet resistant so as not to break down as a result of long-term exposure to sunlight		
	Coating must be capable of 200% elongation so as to completely prevent cracking due to expansion and contraction as well as dimpling resulting from impacts		
	Coating must afford excellent chemical resistance to acids alkalis, salts and fuels. Coating must be self-extinguishing		
	Coating must dry to a smooth texture.		
	Coating dry film thickness shall be 14 mil.		
	Coatings offered shall have been tested in the following areas		
	Results shall be in the minimum acceptable to Suffolk County		
	Test documentation must be available to Suffolk County upon request		
	Specific Gravity not less than 1.28		
	Solids by Weight Not less than 67%		
	Solids by Volume Not less than 57% Spread Rate		
	400 grams p/sq. meter, per coat at not less than 13 mils.		
	Dry Time: 30 minutes at 70 degrees F. and 50% relative humidity.		

		YES	NO
	Cure Time: 48-72 hours after final coat		
	Application Temperature: Not less than 45 degrees on substrate. Primer 33% diluted Megaflex		
	Elasticity: 200% Water Tightness: 14 mils, waterproof		
	Hardness: Shore "A" hardness 70		
	Vapor Permeability: grams pq vapor p/1 sq. meter per 24 hours		
	Fire Resistance: Self-extinguishing		
	High Temperature Stability: Unaffected by temperatures of 250 degrees F.		
	Salt Spray Test: 100% resistant		
	Aging and Adhesion: Unaffected after 800 hours of testing from 60 degrees C. to minus 20 degrees C. with rain, frost, UV light and humidity		
	Sulfur Dioxide Resistance: Resistant to hot, humid atmosphere of 7% concentration of sulfur dioxide		
	Ozone Resistance: Unaffected by an environment containing 1 ppm ozone for 30 days		
	Impact Resistance: Hot Water Immersion Unaffected after 1,000 hours immersion in 100 degrees F. water		
	90 Newtons, no damage, Alkalies Resistance Resists 100% against sodium hydroxide at pH 14		
	Coating shall be applied to the Asphalt Patcher underside and frame. Color black		
	<p>Important Safety Note: In the interest of eliminating harmful fumes which can result from welding procedures, coating used on Asphalt Patcher underside and frame must be free of lead, Volatile Organic Compounds or any other hazardous materials as evidenced by MSDS/OSHA. Form 174 to be submitted at the time of the bid.</p>		

		YES	NO
<u>HEATED LIQUID TACK TANK (OPTION 1)</u>	30 gallon capacity tank shall be supplied to transport and heat asphalt tack coatings.		
	Interior, gravity feed designed tank will be of continuous welded 14 gauge steel.		
	The bottom surface of the interior tank to be insulated with high temperature refractory ceramic insulation and stainless steel in order to protect from overheating material.		
	The outer shell of the tank shall be fabricated of 16 gauge steel, all welded seams.		
	High temperature insulation along with a third wall of reflective aluminum shall be attached to the outer shell to aid in heating efficiency.		
	A 1" on/off ball type valve with spout will be supplied to draw the material.		
	The lid will be a weather resistant enclosure attached by hinge with lockable latch.		
	The heated storage unit will be bolted on with not less than 3/8" hardware and removable if required.		
	A 10,000 BTU propane gas vapor burner will provide heating for material.		
	Convection heating will transfer energy to the tank and material.		
	The burner will be thermostatically controlled from 0-150 degrees Fahrenheit.		
	Power to operate the gas control to be supplied by a 750 MV power pile generator with 100% safety shutdown.		
<u>LIQUID TACK SPRAY PUMP (OPTION 2)</u>	An electric Piezo igniter provides manual pilot ignition.		
	The thermostat will be supplied with a stop pin to limit the maximum temperature setting and avoid possible material overheating.		
	A positive displacement, iron gear pump with built in pressure relief valve will provide the ability to spray 3 GPM of tack coating.		
	The pump shall be pre-piped and supplied with an application wand and 15 feet of hose.		
	The pump will be driven by a 5.5 HP gasoline engine.		
<u>SOLVENT UTILITY TANK (OPTION 3)</u>	The piping to be complete with a valve and hose for flushing the suction piping, pump and wand with water after each use.		
	This option requires the purchase of the Heated Liquid Tack Tank option (above).		
	A 7 gallon capacity utility tank shall be supplied for use with cleaning fluids.		
	The tank will be manufactured of 16 gauge welded steel.		
	A 3/4" on/off ball type valve with spout will be supplied to draw the material.		
	The tank to be bolted on with not less than 3/8" hardware and removable if required.		

		YES	NO
	The tank will allow for cleaning of two standard asphalt shovels.		
<u>UTILITY HAND TORCH (OPTION 4)</u>	A 50,000 BTU hand torch with 15' of hose shall be supplied.		
	The torch will receive its fuel supply from the existing liquid propane gas cylinders which supply the fuel to the unit.		
	The torch to have connections located at the rear of the unit making it nearest to the normal working area.		
	3/8" approved quick couplings to be used for easy removal.		
	A manual lighting procedure will be required for ignition.		
	On/off flow control type valve shall be attached to the torch.		
	If this option is selected with the diesel fired burner option, it will be supplied with a stand-alone thirty pound fuel cylinder.		
<u>WARNING SIGNAL/ARROW BAR (OPTION 5)</u>	Proper wiring and brackets shall be provided for safety marking equipment.		
	Arrow warning light bar is switched to allow the user to warn and/or direct the arrow left, right, bar or left and right. KMI standard is the Soundoff signal Trafficmaster amber directional board with controller.		
	Safety beacon light will be switched to allow the user to turn the light on or off.		
	The switch location will be in the control panel of the main heating unit.		
	Specifications must be supplied with purchase order to determine the correct safety light(s).		
<u>LARGER CAPACITY LPG CYLINDERS (OPTION 6)</u>	Two (2), 100 pound liquid propane gas cylinders will be included on the unit.		
	These cylinders will be in lieu of (2) standard thirty pound cylinders.		
	Safety chains will be supplied to secure the cylinders at all times.		
	Chains to be permanently attached and are a minimum of 3/16" chain.		
	NOTE: The heating unit provided offers optimum efficiency and will effectively operate with fuel supplied from thirty pound LPG cylinders or greater.		
	It is suggested by the manufacturer to consider the use of sixty pound cylinders or smaller for ease of handling by the end user(s).		
<u>LOADING WINCH AND DAVIT (OPTION 7)</u>	Manual operated loading winch and davit will be supplied and attached to the trailer.		
	The winch shall have a minimum capacity of 1000 lbs.		
	It will be located at or near the utility area of the trailer in order to aid with loading and unloading miscellaneous items.		
	The winch and davit will be maneuverable in a 360 degree motion.		
<u>TOOL RACK (OPTION 8)</u>	The Tool Rack shall be capable of storing up to six (6) implements in an upright position in the utility area.		
	The frame is constructed of steel angle iron.		
	The hotbox/reclaimer body shall be fabricated with an additional heavy duty channel steel support frame and hydraulic scissor type hoist.		
	The hoist will be sized to provide a minimum of 150% of the required lifting capacity.		

<u>DUMP BOX</u> <u>(OPTION 9)</u>	The hoist will be operated by means of a 12 volt electric pump with integral oil reservoir and push button operator with 10 ft. cord.		
	The push button operator will have a lockable storage box to prevent unauthorized access. The box can dump at up to a 51 degree angle.		
	The unit will be supplied with a pre-wired 12 volt battery and towing vehicle charging system as well as a built in 110 volt/12 volt battery charger for overnight charging.		
<u>DIESEL FIRED</u> <u>(OPTION 10)</u>	Asphalt storage compartment shall be heated by a diesel fired 12VDC burner.		
	Burner rating shall be a minimum of 105,000 BTU.		
	The diesel burner to be equipped with an automatic electronic ignition system.		
	The diesel burner will supply primary combustion air and fuel into the insulated fire box during operation.		
	It will be equipped with 100% safety fuel shut down if burner ignition fails.		
	The combustion chamber temperature will be monitored.		
	In the event of abnormally high temperature in in the chamber, the fuel supply will be cut off the burner will automatically shut down.		
	The diesel burner heating system shall be thermostatically controlled.		
	The temperature settings shall be adjustable between 175 and 350 degrees Fahrenheit.		
	The heating system will be supplied power by a 12 volt battery maintained through the towing vehicle charging system; an on board 110 volt/12volt battery charger to be supplied for overnight charging.		
<u>HYDRAULIC</u> <u>SURGE</u> <u>BRAKES</u> <u>(OPTION 11)</u>	The heating system fuel supply tank shall contain a minimum of 25 gallons.		
	Trailer shall be supplied with a 20,000# hydraulic brake actuator and dual 7000# (each) hydraulic brake axle assembly in place of the standard electric brakes.		
<u>LOW TEMP</u> <u>THERMOSTAT</u> <u>(OPTION 12)</u>	The heating system controls shall have an additional adjustable low range thermostat (55 to 175 degree F.) and a toggle selector switch to allow operation in either high or low temperature range.		
<u>24-HOUR</u> <u>TIMER</u> <u>(OPTION 13)</u>	The main hotbox controls shall be supplied with an electromechanical timer, 120 volt, single phase, to allow for unattended on/off control of the hotbox thermostat circuit.		
	The timer shall be in a steel enclosure with Normally Open, DPST, 2 HP rated contacts.		
	Minimum time setting to be 1 hour and maximum time setting to be 23 hours.		
	Maximum on/off cycles: 12.		

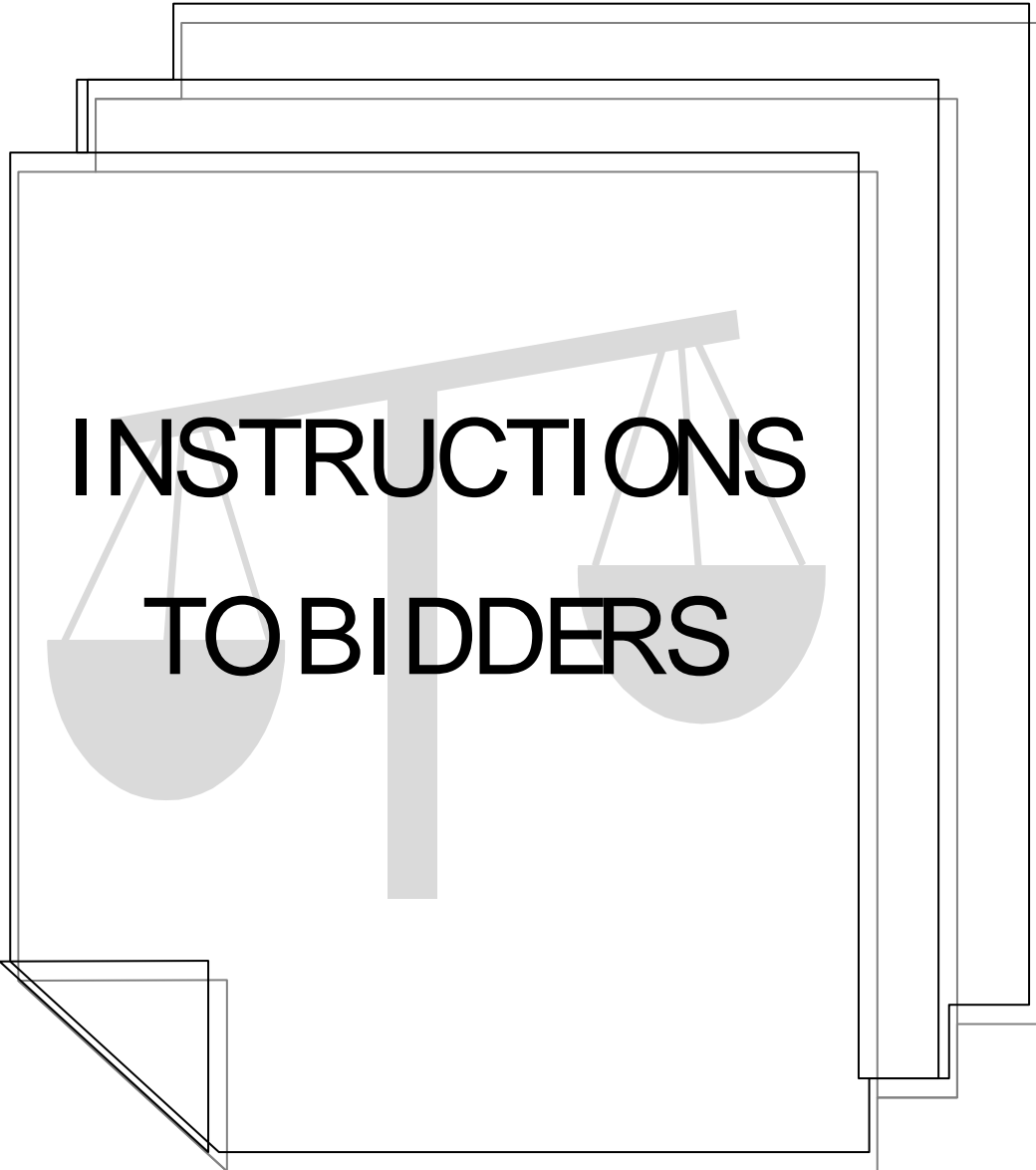
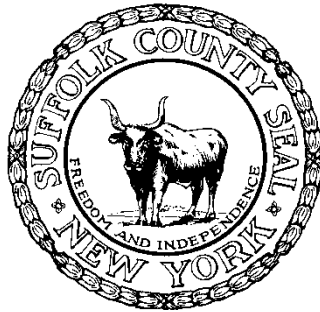
	Timer to be prewired into the hotbox thermostat circuit thru a manual toggle switch.		
	The timer is to be supplied with a 120 volt, single phase, male receptacle permanently mounted in the main control panel.		
ELECTRICAL	The electrical back up warmer offers the unit the ability to keep mix at current temperature without the presence of flame or burner run.		
	The unit utilizes a single phase 220 amp 30 amp triad 5000 watt heating element.		
<u>BACK-UP WARMER (OPTION 14)</u>	The controls are housed in a NEMA 4 enclosure and the unit comes standard with flanged receptacle and plug.		
	NOTE: A 220 volt 30 amp circuit breaker and appropriate cord are required but are not supplied.		
	Should you have need for an option not listed above, please contact us to discuss your requirements.		
<u>PLATE COMPACTOR TAMPER (OPTION 15)</u>	One (1) Multiquip MVC88, as per the following:		
	Honda GX160 Gase Engine		
	Hour meter/tach		
	Sealed Belt Cover		
	Cob Tooth Belt		
	Centrifugal Force 3372LBF, 15KN		
	Exciter Speed		
	Plate Size: 19.7 x 20.7		
<u>SPARE TIRE AND RIM (OPTION 16)</u>	Tamper shall have a secure mount for transport on hot box.		
	Spare Tire and Rim - ST235/80R16 and rim shall be mounted on the trailer.		

Base Package	Price	Price
ITEM 1 - RUBBER TRACK LOADER (HIGH FLOW TL10 OR EQUAL		
OPTION 1- COLD PLANER		
OPTION 2- SNOW PLOWER		
ITEM 2 - SKID STEER LOADER V400 OR EQUAL		
OPTION 1- COLD PLANER		
OPTION 2 -SNOW BLOWER		
ITEM 3 – RUBBER TRACK LOADER TL 12C OR EQUAL		
OPTION 1 – COLD PLANER		
OPTION 2 – SNOW BLOWER (2 STAGE)		
OPTION 3 – MINI BACKHOE		
OPTION 4 – 4 IN 1 BUCKET		
OPTION 5 – PALLET FORKS		
ITEM 4 – 40 FOOT DUMP TRAILER ALUMINUM BODY STEEL FRAME		
OPTION 1- SWING GATE		
ITEM 5 – 40 FOOT DUMP TRAILER ALUMINUM BODY STEEL FRAME		
OPTION 1 – SWING GATE		
ITEM 6 – 30 FOOT DUMP TRAILER STEEL BODY STEEL FRAME		
OPTION 1 – SWING GATE		
ITEM 7 – 30 FOOT DUMP TRAILER STEEL BODY STEEL FRAME		
OPTION 1 – SWING GATE		
ITEM 8 – ARTICULATED WHEEL LOADER (W/500 OPERATING HOURS OR LESS		

ITEM 9 – SOLAR TECH ARROW BOARD MODEL AB-0515 OR EQUAL		
ITEM NO. 10 – MOBILE STOCK PICKERS MSP SERIES 15 MSP OR EQUAL		
ITEM 11: 2 TON K&M HOT PATCHER OR EQUAL		
OPTION 1-HEATED LIQUID TACK TANK		
OPTION 2 - LIQUID TACK SPRAY PUMP		
OPTION 3 -SOLVENT UTILITY TANK		
OPTION 4- UTILITY HAND TORCH		
OPTION 5- WARNING SIGNAL/ARROW BOARD		
OPTION 6- LARGE CAPACITY PROPANE		
OPTION 7-WINCH AND DAVIT		
OPTION 8- TOOL RACK		
OPTION 9- DUMP BOX		
OPTION 10- DIESEL FIRED STORAGE COMP.		
OPTION 11- HYDRAULIC SURGE BRAKES		
OPTION 12- LOW TEMP THERMOSTAT		
OPTION 13-24 HOUR TIMER		
OPTION 14- ELECTRIC BACK-UP WARMER		
OPTION 15- PLATE COMPACTOR		
OPTION 16 - SPARE TIRE AND RIM		
ITEM 12: 4 TON K&M HOT PATCHER		
OPTION 1- HEATED LIQUID TACK TANK		

OPTION 2- LIQUID TACK SPRAY PUMP		
OPTOIN 3- SOLVENT UTILITY TANK		
OPTION 4 -UTILITY HAND TORCH		
OPTION 5- WARNING SIGNAL/ARROW BOARD		
OPTION 6- LARGE CAPACITY PROPANE		
OPTION 7- WINCH AND DAVIT		
OPTION 8 - TOOL RACK		
OPTION 9 - DUMP BOX		
OPTION 10- DIESEL FIRED STORAGE COMP.		
OPTION 11- HYDRAULIC SURGE BRAKES		
OPTION 12- LOW TEMP THERMOSTAT		
OPTION 13- 24 HOUR TIMER		
OPTION 14- ELECTRIC BACK-UP WARMER		
OPTION 15 -PLATE COMPACTOR		
OPTION 16- SPARE TIRE AND RIM		

SUFFOLK COUNTY



INSTRUCTIONS TO BIDDERS

**SUFFOLK COUNTY DEPARTMENT OF PUBLIC
WORKS YAPHANK, NEW YORK**

**EXHIBIT A - INSTRUCTION TO BIDDERS AND
GENERAL SPECIFICATIONS TO BE COMPLIED
WITH WHERE APPLICABLE**

1. Elements of Interpretation

As used throughout the Contract:

- A.** Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.
- B.** Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Definitions

- A. Bid.** An offer or proposal submitted by a Bidder to furnish a described Product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term.
- B. Bidder.** Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. In case of negotiated Contracts, "Bidder" shall refer to the "Contractor."
- C. Bid Documents.** Writings by the County setting forth the scope, terms, conditions and Technical Specifications for a procurement of Product. Such writings may typically include, but are not limited to: Instruction to Bidders, Suffolk County Legislative Requirements, Technical Specifications, Bid Form, Listing of Names and Addresses, addenda or amendments thereto, Bid, and terms and conditions which are incorporated by reference.
- D. Bid Form.** The approved form on which the County requires formal bid to be prepared and submitted for the Work.

- E. Cash Discount.** Incentive offered by a seller to a buyer for settling the invoice immediately on delivery or in a period substantially shorter than the conventional period in that industry or market.
- F. Class Bid.** Bids that encompass more than one item that share common attributes or traits.
- G. Commissioner.** Commissioner of the Suffolk County Department of Public Works, or his authorized representative.
- H. Contract.** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the legal obligation between the parties as determined by applicable rules of law.
- I. Contractor.** Any successful Bidder(s) to whom a Contract is awarded by the Commissioner, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services..
- J. County.** The County of Suffolk, its departments, agents, servants, officials, and employees.
- K. Department.** The Suffolk County Department of Public Works.
- L. Material Breach.** Failure, without legal excuse, to perform a duty or obligation under the contract that is so substantial that it defeats the purpose of the Contract.
- M. Product.** A deliverable under any bid or Contract which may include commodities and services.
- N. Purchase Order.** The form or format that is used when making a purchase.
- O. Responsible Bidder.** A bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner.
- P. Responsive Bidder.** A Bidder meeting the Technical Specifications or requirements prescribed in the Bid Documents or solicitation, as determined by the Commissioner.

- Q. Site.** The location where Product will be executed or delivered.
- R. Technical Specifications.** A written description by the County setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, and description of the work to be performed, Products to be provided.
- S. Trade Discount.** Amount or rate by which the catalog, list, or retail price of an item is reduced when sold to a reseller. It is the reseller's profit margin and usually varies directly with quantity of the item purchased.
- T User Department.** Any Department, agency, or other entity authorized to procure Products under County Contracts.

3. **Bid Submission**

- A.** All bids shall be submitted on Bid Forms attached, sealed in an envelope and identified with the Bid opening date and time, and the Letting Number. All Bids shall be delivered no later than the Bid opening date, to Suffolk County Department of Public Works, Yaphank Avenue, Yaphank, NY 11980. Bidders are solely responsible for timely delivery of their Bids.
- B.** The Contract shall be for a period of one (1) year and may be extended up to four (4) times, for individual terms not to exceed one year, by mutual agreement between the Contractor and Suffolk County. The original Contract period, plus extensions, shall not exceed five (5) years total.
- C.** Bids must be completed and legible. All Bids must be signed in ink. All information required by the Technical Specifications must be supplied by the Bidder on the Bid form. No alteration, erasures or additions are to be made to the Technical Specifications. Changes may be ignored by the County or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid must be initialed by an authorized representative of the Bidder.
- D.** If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be

indicated, together with the names and addresses of the partners or officers. If the Bid is made by a partnership, it shall be acknowledged by one of the partners; if made by a corporation, by the President.

- E.** Bids which are incomplete, conditional or obscure may be rejected as non-responsive.
- F.** Bidders are cautioned to verify their bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the County after the time specified for the Bid opening may not be considered.
- G.** The Bidder, in submitting his bid, specifically agrees that the Notice to Bidders published in conjunction with this Letting and the Bid Documents shall all form part of the Contract between the Bidder and the County of Suffolk.
- H.** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document shall not be considered by the Commissioner to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination shall be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and Federal laws.
- I.** In all Bid Documents, the words "or equal" are understood to appear after each Product. Any deviations from specifications or the indicated brand shall be clearly stated on the Bid form and fully explained by accompanying circulars, specification sheets or samples submitted

with the Bid. The Commissioner's decision as to acceptance of a commodity as an equal shall be final. If Bidder does not identify an exception to a specified brand, the Bid will be construed as providing the identical commodity described in the Technical Specifications and Bidder will be required to deliver the brand specified.

- J. Bids shall be extended and totaled where required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Bidders may bid on any or all items.
- K. Awards will be made by item or class. When Class Bids are indicated, Bidder must bid each item in the class. A Bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise the bid for that class will be construed as incomplete.
- L. Delivery time frame must be specified. Use of the term "ASAP" may void your Bid.
- M. All prices must be bid on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the Bid Documents.
- N. Prices must be net, including transportation, delivery, and other charges, fully prepaid by Contractor to the destination(s) indicated in the Bid Documents.
- O. The quantity shown for the Product is an estimate of the needs of the User Department. The Bidder, in submitting a Bid, agrees that the County may purchase any quantity over or under the quantity shown at the unit price bid, or may not purchase at all.
- P. Cash Discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade Discounts may be a factor in determining the award.
- Q. During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a Federal, State or local governmental entity, the price under this Contract shall be immediately reduced to the lower price.
- R. The successful Bidder agrees to comply with all laws promulgated and publically accessible codes, rules, regulations and standards which govern and have jurisdiction at the time the Product is provided. If the Contractor performs any work contrary to applicable laws, codes, rules, regulations, and/or standards, he shall bear all costs and liability arising therefrom.
- S. If any portion of the work being Bid is subject to the prevailing wage rate provisions of the Labor Law, a copy of the applicable prevailing wage rates to be paid or provided are deemed part of the Bid Documents. If a copy of the applicable rates are not annexed to the Bid Documents, the information will be furnished to the Bidder immediately upon receipt of a request for same.
- T. Pursuant to Section 220 of NYS Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law.
- U. The Bidder agrees that by submitting a successful bid, any political subdivision to any other governmental entities will be permitted to participate in the awarded Contract per the same terms and conditions set forth in the Contract; where authorized under law provided, however, that any political subdivision choosing to utilize the Contract will be wholly responsible for any debts incurred by them as participants of the Contract.
- V. Bidders shall supply three (3) parts books, three (3) service repair manuals, and three (3) operator's manuals with each unit, where applicable.
- W. Bids on equipment must be on standard new equipment, latest model and in current production. Where any part of nominal appurtenance of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

- X. The successful Bidder will provide the location of the authorized repair shop at which location the equipment will be serviced under a Guarantee and Warranty Maintenance Agreement.
- Y. The County is not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a bid, or for any work performed prior to Contract execution.

4. **Samples & Shop Drawing(s)**

- A. The Commissioner reserves the right to request from Bidder/Contractor representative sample(s) or shop drawing(s) of Product(s) offered, at any time. Unless otherwise instructed, the sample(s) shall be furnished within ten (10) days of the request.
- B. Requested samples and/or drawings shall be delivered free of charge. Samples shall be removed by the Bidder, at Bidder's expense, upon request of the Commissioner. The County will not be responsible for samples which are destroyed, damaged, consumed or rendered useless by testing or examination. If samples are not removed within thirty (30) days after written notice to Bidder/Contractor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
- C. If in the judgment of the Commissioner, a sample is not submitted as requested or if the sample is not in accordance with the requirements stated in the Technical Specifications and the Bid Documents the Commissioner may reject the bid; or, if an award has been made, cancel the Contract at the expense of the Contractor.
- D. When an accepted sample exceeds the minimum Technical Specifications, all Products delivered will be of same quality and identity as the sample.
- E. Samples may be held by the Commissioner during the entire term of the Contract for comparison with deliveries.

5. **Withdrawal Of Bids**

- A. Any bid may be withdrawn by the Bidder prior to the scheduled time for the receipt of bids or authorized postponement thereof provided the Bidder's written

request for withdrawal is delivered to the Commissioner before the Bids are opened. A Bid which has been withdrawn will be returned to the Bidder unopened at the time of the opening of the other bids.

6. **Opening Of Bids**

- A. The time scheduled for the receipt of Bids shall be in accordance with the Notice to Bidders. All Bids formally received will be opened and read aloud. The results will be made public. Until the actual award and execution of a Contract, the County reserves all its rights with respect to the rejection of bids.
- B. Late Bids will not be considered.

7. **Bid Evaluation**

- A. Prior to award the Commissioner may conduct investigations as to whether or not the Products, qualifications, or facilities offered by the Bidder meet the requirements set forth in the bid document and Technical Specifications, and are ample and sufficient to insure the proper performance of the Contract in the event of award. Upon the request of the Commissioner, the Bidder shall provide evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, and capacity of the manufacturer for the production and distribution of the Product which is the subject of the bid. Notwithstanding the forgoing, the Commissioner shall not be obligated to conduct any investigations before an award. It is further understood that no such investigations shall relieve a Contractor from fulfilling all requirements and conditions of the Contract.
- B. **Local Preference:** Section A4-14 of the Suffolk County Administrative Code establishes a local preference program for Suffolk County Contractors. This preference program allows the County the option of awarding Contracts to Bidders other than the lowest Responsible Bidder. Copies of Section A4-14 of the Suffolk County Administrative Code may be obtained at the Yaphank offices of the Department of Public Works or viewed on the Suffolk County web site at <http://legis.suffolkcountyny.gov/>. Click on "Search the Laws of Suffolk County."

- C. The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, to make awards by items, groups, classes of items, and to waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the County will be served. The Commissioner, in his sole discretion, may accept or reject illegible, incomplete or vague Bids and his decision shall be final.

D. Disqualification for Past Performance/ Findings of Non-Responsibility

Bidder may be disqualified from receiving awards if Bidder has previously failed to perform satisfactorily in connection with public Bidding or Contracts or is deemed a Non Responsive Bidder under Sections 143-5 through 143-9 of the Suffolk County Code.

- E. Any language in any proposal or document submitted by a Bidder as part of their bid that is accepted by the County cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this Bid. If there is any conflict between the Bid and the terms and conditions of Bid Documents, the terms and conditions of the Bid documents shall govern.

8. Substantially Equivalent Bids

- A. When two or more low Bids are substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

9. Contract Award

- A. Subject to the County's Local Preference Program, Contracts shall be awarded to the lowest Responsible Bidder.
- B. Subject to and upon compliance with any prerequisites set forth in the Technical Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) a final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

- C. Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order.

- D. The Contract is subject to the amount of funds appropriated, and no liability shall be incurred by the County beyond the amount of funds appropriated for the Product(s).

10. Termination

- A. **For Cause:** The Commissioner may immediately terminate: (i) for a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor; (ii) where, the Commissioner determines that Contractor becomes unable or incapable of performing, or meeting any requirements or qualification set forth in the Contract, which determination shall be conclusive; (iii) for nonperformance; or (iv) Contractor is found guilty after a trial or a plea of guilty to an offense covered under the provisions of Sections 143-5 of the Suffolk County Code. Such termination shall be upon written notice to the Contractor.

- (i) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

- (ii) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it.

B. For Convenience:

- i) The Commissioner shall have the right to terminate the Contract for convenience, at any time, without penalty or other early termination charges due; provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days written notice. If the Contract is terminated pursuant to this subdivision, the County shall remain liable for all accrued but unpaid charges incurred through the date of termination. Contractor shall use due diligence and provide any outstanding deliveries.

- ii) The placement of a Purchasing Order may be terminated by the Commissioner for convenience upon five (5) days written notice.

11. Duties Upon Breach

- A.** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner.
- B.** Upon failure of the Contractor to deliver within the time specified, or failure to make immediate replacement of rejected Product(s) when so requested, the Commissioner may purchase from other sources to replace the Product(s) rejected or not delivered. On all such purchases the Contractor agrees to reimburse the County promptly for costs in excess of the new purchase cost plus the re-letting cost and any other additional costs or expenses incurred in acquiring the acceptable Products. Should the new cost be less than the Contract price, the Contractor shall have no claim to the difference. Should the new purchase price exceed the Contract price by twenty percent (20%) or more, the County agrees to waive its claim to the re-letting cost; if the new purchase price is less than twenty percent (20%) of the Contract price, the County shall charge the related cost in an amount not exceeding twenty percent (20%) of the order price of the items rejected or not delivered.
- C.** Sums due as a result of these remedies may be deducted or offset by the Commissioner from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County the amount of such claim or portion of the claim still outstanding, on demand. Submission of a voucher and payment thereof by the County shall not preclude the County from demanding a price adjustment in any case where the Product delivered is later found to deviate from the specifications and proposal. Should the amount withheld be finally paid a Cash Discount originally offered may be taken by the County as if no delay in payment had occurred.
- D.** Any delivery made which does not meet the requirements of the Bid Document may be rejected or accepted on an adjusted price basis as determined by the County.

- E.** It is understood and agreed that all rights and remedies afforded above are in addition to all remedies or actions otherwise authorized or permitted by law.

12. Limitation of Action

No action for any cause whatsoever arising out of this Contract shall be maintained against the County of Suffolk by the Contractor, or anyone claiming under the Contractor, unless such action shall be commenced within six (6) months: (a) after expiration of this Contract; (b) after the date of written notice to the Contractor from the County of complete rejection or withheld acceptance of a delivery; or (3) after the date of written notice to the Contractor from the County of a deduction from the agreed price on a Purchase Order, whichever of the above events shall be the latest in time.

13. Indemnification And Defense

- A.** The Contractor shall protect, indemnify and hold harmless the County, its officers, officials, employees, Contractors, agents, servants and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, caused by the acts or omissions or the negligence of the Contractor incurred by the County, its officers, officials, employees, Contractors, agents, servants and other persons in any action or proceeding arising out of or in connection with the Contract
- B.** The Contractor hereby represents and warrants that it will not infringe upon any copyright, trademark or patent in performing the requirements under this Contract. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its officers, officials, employees, Contractors, agents and servants from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, trademark or patent including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its officers, officials, employees, contractors, agents, servants in any action or proceeding arising out of or in connection with any claim asserted for infringement of

copyright, trademark or patent due to the Contractor's actions in carrying out its duties under this Contract.

- C. The Contractor shall defend the County its officers, officials, employees, contractors, agents and other persons in any proceeding or action, including appeals, arising out, in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorney's fees for the defense of any such suit.

14. Insurance

- A. The Contractor and his subcontractors shall not commence work under this Contract until all the required insurance has been obtained and such insurance has been approved by the County. Approval of the insurance by County shall not relieve or decrease the liability of the Contractor. The Contractor shall assume all responsibility for the insurance requirements of all subcontractors. All insurance requirements apply equally to subcontractors. All insurance shall be obtained from companies licensed to do business in the State of New York. All policies providing coverage shall be issued with an A.M. Best rating of A- or better.
- B. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the insurance requirements. The County of Suffolk shall be named as an additional insured on all applicable policies and Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- C. All such Declaration Pages and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policies. Such Declaration Pages, policies, and other evidence of insurance shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons", or at such other address of which the County shall have given the Contractor notice in writing. Any correspondence shall specifically refer to

the Project covered under the Contract.

- D. If the Contractor fails to provide the declaration pages or certificates of insurance or to maintain any insurance required by this Agreement, the Owner may, but shall not be required to, withhold payment until such time that certificates/policies are submitted stating that all applicable insurances are in effect, or may obtain such policies and deduct the cost thereof from payments due the Contractor under this Agreement or any other agreement between the County and the Contractor.
- E. Upon failure of the Contractor to furnish, deliver, and maintain such insurances as herein provided, this Agreement, at the election of the County, may be forthwith suspended, discontinued, or terminated. Failure of the contractor to take out and/or maintain and the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the contractor concerning indemnification. In that event of suspension of work, no extension of time to complete the Work shall be granted.
- F. The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.
- G. The Contractor shall procure, pay the entire premium for, and maintain throughout the term of this Agreement,

insurance in amounts and types specified by the County. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:

1. **Workers Compensation Insurance**

Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. **General Liability Insurance**

- a. Commercial General Liability Insurance, including contractual liability coverage in and amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury and two million dollars (\$2,000,000) per occurrence for property damage.

Completed Operations Coverage which shall continue for a minimum of two (2) years after completion of the Contract.

- b. In addition, for contracts that exceed \$5,000,000 the Contractor will furnish one million dollars (\$1,000,000) Owner's and Contractor's Protective Liability Insurance in the name of and covering the liability of the County of Suffolk with respect to all work performed under this Contract, including omissions or errors of the County, combined single limit of one

million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

- c. At the Contractor's option, the Contractor may furnish a minimum one million dollar (\$1,000,000) Umbrella Policy or Excess Liability Policy to meet the two million dollar (\$2,000,000) General Liability Insurance requirement of Item No. 2a.

3. **Automobile Liability Insurance**

- a. if any vehicles are used for construction by the Contractor in the performance of this Agreement including owned, non-owned, and hired cars, with minimum limits of not less than One Million Dollars (\$1,000,000) per person, per accident bodily injury and not less than Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence.
- b. if any vehicles are used for services other than construction by the Contractor in the performance of this Agreement including owned, non-owned, and hired cars, with minimum limits of not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.

4. **Pollution Liability**

- a. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation, and/or disposal of any hazardous material or substance, as defined by applicable State and federal laws and regulations, the Contractor shall maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$2,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the County arising from Contractor's work. Suffolk County shall be named as additional insured and this shall be primary.

- b. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

5. All Builders Risk and Flood Insurance (when required)

- a. See "Supplementary Conditions" for which contracts require an All Builders Risk Policy covering both job and materials.
- b. The coverage limits are as follow:
 - (1) 100% of contract value for Projects with completion dates 1 year or less.
 - (2) 105% of contract value for Projects with completion dates of more than 1 year but less than 2 years.
 - (3) 110% of contract value for Projects with completion dates of more than 2 years but less than 3 years.
 - (4) 115% of contract value for Projects with completion dates of 3 years or more.

Note: For projects accepted in clear and distant phases, the coverage amounts may be modified accordingly.

- c. The County of Suffolk must be named loss payee.

6. Installation Floater (when required)

- a. See "Supplementary Conditions" for which contracts require an Installation Floater Policy covering both job and materials.
- b. The coverage limits are as follow:
 - (1) 100% of contract value for Projects with completion dates 1 year or less.
 - (2) 105% of contract value for Projects with completion dates of more than 1 year but less than 2 years.
 - (3) 110% of contract value for Projects with completion dates of more than 2 years but less than 3 years.
 - (4) 115% of contract value for Projects with completion dates of 3 years or more

Note: For projects accepted in clear and distant phases, the coverage amounts may be modified accordingly.

- c. The County of Suffolk must be named as Loss Payee.

7. Insurance Coverage for Work on Railroad Property

- a. Work within railroad property lines or areas subject to Railroad Utility jurisdiction shall be covered by special insurance provisions established by the railroad companies involved in the Project, which provisions shall be ascertained from the Railroad Utility.

INSURANCE TO BE FURNISHED BY THE CONTRACTOR FOR WORK WITHIN THE RAILROAD RIGHT-OF-WAY

- b. In addition to the Indemnification and Hold Harmless Agreement and insurance requirements previously provided for, the contractor shall procure, pay the entire premium for and maintain in force throughout the life of this contract policies of insurance for:

8. Railroad Protective Liability Insurance (ISO-SIMA or equivalent form)

- a. Covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction of property, including damage to the insured's own property and conforming to the following:
- b. The Long Island Railroad Company and Metropolitan Transportation Authority are the named insured's.
- c. Liability limit shall be \$2,000,000 each occurrence. *
- d. Physical Damage definition 6 of the policy form must be amended to mean direct and accidental loss of or damage to all properties of the insured including property in the insured's care, custody or control.
- e. Full name and address of the contractor purchasing the insurance must be stated.
- f. The insured shall be indicated as the governmental authority for whom the work shall be performed.
- g. The use of any equivalent form to ISO-RIMA must provide equal or superior coverage as determined solely by the LIRR Insurance Department.

- h. *If policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

9. Comprehensive General Liability Insurance

- a. Covering the work to be performed and also including coverage for contractual liability, independent contractors, completed operations liability, explosion, collapse and underground hazard. Contractual liability exclusion applicable to work to be performed within 50 feet of the Railroad tracks must be voided. Minimum combined single limit shall be \$2,000,000 for bodily injury and property damage.

10. Workmen's Compensation and Employer's Liability Insurance

- a. Covering all employees of each contractor and/or subcontractor in accordance with New York State Worker's Compensation and Employer's Liability Law.
- b. The contractor shall furnish to the Railroad the original policy for Railroad Protective Liability Insurance (American Association State Highway Organization Form) and certificate(s) of insurance for Comprehensive General Liability and Worker's Compensation and Employer's Liability insurance containing a statement providing that thirty days advance notification shall be given to the Railroad of cancellation, non-renewal or material change of the policy. Copies of all the above shall also be furnished to the County. Certificate(s) of insurance shall name the Railroad and County as additional insured's.

11. Insurance Coverage for Work Activity on Water (in addition to standard General/Excess Liability, Auto and Worker's Compensation)

- a. If any work to be performed under this agreement involves activity on/above waters requiring compliance under the provisions of the Jones Act (JA) and/or the United States Longshoreman's and Harbor Worker's Act (USL&H) and/or vessels requiring Marine Protection and Indemnity Insurance (Marine P&I) (in an amount not less than one million dollars (\$1,000,000) for any one accident or occurrence), or Jones Act (JA) compliance, the contractor shall furnish evidence of insurance

complying with said requirement.

- (1) The County of Suffolk must be named as additional insured.
- (2) In the event that any work is subcontracted, the contractor shall require (and show proof thereof) that his/her subcontractor provide this insurance.

b. Specific Requirements

(1) *Painting and Rehabilitation of Bridges over Water projects:*

- (1.1) If a contractor is to perform work on bridge using a scaffold hanging from bridge over the water, USL&H insurance is required.
- (1.2) If a contractor is to perform work on bridge from a vessel (i.e.: boat, barge, etc.) in the water, JA and Marine P&I insurance is required
- (1.3) If a contractor is to perform work on bridge from the water, if shallow enough, by entering the water using waders, USL&H insurance is required.

(2) *Bulkheading and Shoreline Protection Projects:*

- (2.1) If a contractor is to perform work from a vessel in the water, JA & Marine P&I insurance is required.
- (2.2) If a contractor is to perform work with all equipment on land, USL&H insurance is required.

(3) *Dredging Projects:*

- (3.1) If a contractor is to perform work from a vessel in the water using either hydraulic or mechanical equipment, JA and Marine P&I insurance is required.
- (3.2) If a contractor is to perform work from land using mechanical equipment (i.e.: crane), USL&H insurance is required.

(4) *Dredging Equipment Projects:*

- (4.1) If a contractor is to perform work using equipment on shoreline and vessel in the water, USL&H and JA insurance is required.
- H. The Contractor assumes responsibility for all injury to or destruction of or loss by theft or pilferage of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work and personal property of his employees, from whatever cause.
- I. If, at any time, the Contractor's Surety or Sureties, or the carriers of the insurance herein specified to be written, become insolvent or, in a reasonable judgment of the County, become unsafe or unsound, then upon five (5) days written notice from the County to the Contractor, the Contractor shall substitute such Surety or insurance carrier with such other Surety or carrier, as shall be satisfactory to the County. Any additional premium caused by such substitution shall be paid for by the Contractor.

15. Delivery

- A. No Products are to be shipped or delivered until receipt of an official Purchase Order from the Commissioner.
- B. Delivery must be made between the hours of 9:00 a.m. and 3:30 p.m. as ordered and in accordance with the terms of the Contract unless otherwise indicated in the Bid Documents. Deliveries should be coordinated with the User Department.
- C. Delivery time shall be computed in calendar days from the order mailing date on the Purchase Order.
- D. Burden of proof of delay in receipt of Purchase Order shall rest with the Contractor. Any extension of time of delivery must be requested in writing by the Contractor and approved by the User Department.
- E. Products shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks. The container shall remain the

property of the County unless otherwise specifically agreed to in the Contract.

- F. The Contractor shall be responsible for delivery of Products in good condition to point of destination. Products delivered to the User Department shall be the property and sole responsibility of the Contractor until such time the County accepts same.
- G. Deliveries are subject to re-weighing at destination by the County and where applicable payment will be made on the basis of the net weight of Products delivered. Normal shrinkage may be allowed in accordance with trade practice.
- H. Deliveries of incorrect or faulty Products will be rejected and returned to sender at Contractor's expense.
- I. The County may withhold acceptance of, or reject any goods which are found upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be removed by the Contractor within ten (10) days of the notification. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given: upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.
- J. Inspections shall be made at the point of delivery unless otherwise specified. Any food, drug or other perishable Product which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Contractor until it is examined by the Department of Health. If condemned, such Products shall be disposed of as provided by law.
- K. All Products which are customarily labeled or identified must have securely affixed thereto the original unmutated label or marking of the manufacturer.
- L. Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the User Department until the Products have been received, inspected and accepted by the receiving entity. Mere acknowledgment by User Department personnel of the delivery or receipt of goods shall not be deemed or

construed as acceptance of the Products received.

- M. The decision of the Commissioner as to compliance with delivery terms shall be final.

16. Payment

- A. Presentation of Suffolk County Payment Voucher** - In order for payment to be made by the County to the Contractor, the Contractor shall prepare and present a Suffolk County Payment Voucher or certified invoice, which shall be documented by sufficient, competent and evidential matter.
- B. Voucher Documentation** - The Suffolk County Payment Voucher or certified invoice shall set forth complete and accurate billing invoice information, in accordance with the Contract. All Suffolk County Payment Vouchers or certified invoices must be signed in ink by duly authorized persons.
- C. Payment by County** - Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller of the County of Suffolk.
- D. Final Voucher** - The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a release of the County from all claims by the Contractor.

17. Taxes

Unless otherwise specified in the Bid Documents, purchases made by the County of Suffolk are exempt from State or local sales taxes and, with certain exceptions, Federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by the Commissioner or the voucher forwarded to authorize payment for the Products, will be sufficient evidence that the sale by a Contractor was made to the County of Suffolk, an exempt organization under section 1116 (a) (1) of the Tax Law. No person, firm or corporation is, however, exempt from paying Unemployment Insurance or the Federal Social Security taxes.

18. Audit

- A.** All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to this Contract. The Contractor failure to cooperate in any Audit shall constitute a material default.
- B.** If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Consultant from the County under the Contract or otherwise.
- C.** The provisions of this subparagraph shall survive the expiration or termination of the Contract and shall be in addition to any rights of the County set forth in the Contract.

19. Guarantees By Contractor

- A.** In the event of an installation, Contractor hereby guarantees to pay for all permits, licenses, and fees and give all notices and comply with all applicable laws, ordinances, rules and regulations.
- B.** Contractor hereby guarantees that unless specified in the Bid, the Products offered new, latest models of regular stock Products with all parts regularly used with the type of equipment offered: also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendation and standard practice.
- C.** Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified.

- D. Where any Product delivered by the Contractor is marketed with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations under the Bid Documents.
- E. If during the regular or extended warranty period faults develop, the Contractor shall promptly repair or, upon demand, replace the defective Product, unit or component affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor.
- F. All warranties contained in this Contract shall survive the termination of this Contract.

20. Contracts Involving Installation

- A. Contractor shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat unobstructed condition, the buildings broom cleaned, and everything in satisfactory repair and order.
- B. Installation shall also include the furnishings of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into the building.
- C. Bidders shall acquaint themselves with conditions to be found at the Site and shall assume all responsibility for placing and installing the equipment in the locations required.
- D. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.
- E. Equipment, supplies and materials shall be stored, at the Contractor's risk, at the Site only upon approval of the County. In general, such on Site storage should be avoided to prevent possible damage or loss of material.
- F. Work shall be performed so as to cause the least inconvenience to the County, and

with proper consideration for the rights of other Contractors or workmen.

- G. All materials used in installation shall be of the highest quality and shall be free from all defects which would mar the appearance of the Product or render it structurally unsound.

21. Assignment and Subcontracting

- A. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 18 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be a material default by the Contractor.
- B. Such Assignment shall be subject to all of the provisions of the Contract, assumption of all of the provisions of the Contract by the Contractor's assignee, and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

22. Changes To Contractor or Contract

- A. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:
 - (i) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

- (ii) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):
 - 1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
 - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).
- B.** If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.
- C.** The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:
 - (i) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
 - (ii) a summary of the material terms of the proposed Permitted Transfer;
 - (iii) the name and address of the proposed transferee;
 - (iv) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;
 - (v.) all executed forms required pursuant to Exhibits D through G of the Contract, that are required to be submitted by the Contractor; and
 - vi) such other information as the County may reasonably require.
- D.** The County agrees that any request for its consent to a Permitted Transfer shall be

granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 22 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

- E.** Notwithstanding the County's consent,
 - (i) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and
 - (ii) such consent shall not be deemed consent to any further transfers.

23. Non-Discrimination Requirements

To the extent required by Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reasons of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

**24. Bidder/Subcontractor/
Supplier Responsibility**

A. The County, in determining the responsibility of the apparent lowest Bidder, may require, and the apparent lowest Bidder shall provide, such information as the County deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest Bidder. In the event that the apparent lowest Bidder shall be rejected or fails to furnish the requested information and is thereby disqualified and/or otherwise determined to be not responsible, the next lowest Bidder shall become the apparent lowest Bidder.

B. The County may require the apparent lowest Bidder, in addition to other information, to furnish the following items:

i) Description of its experience with projects of comparative size, complexity, and cost within the past five years, together with documentary evidence of such projects; demonstration of the Bidder's ability and capacity to perform a substantial portion of the project with its own forces;

ii) Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; Contract defaults; together with explanations of same;

iii) Identification and description of any projects within the previous five years that the apparent lowest Bidder was determined by a municipality not to be a Responsible Bidder, the reasons given by such municipality therefore, together with an explanation thereof;

iv) An adequate demonstration of financial responsibility, which may include, in the County's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest Bidder possesses adequate resources and availability of credit and the means and

ability to procure insurance and bonds required for the project;

v) Disclosure of any suspensions or revocations of any professional license of any director, officer, County, or managerial employee of the apparent lowest Bidder, to the extent that any work to be performed is within the field of such licensed profession;

vi) Disclosure of any and all OSHA violations within the previous five years, as well as all notices of OSHA violations filed against the apparent lowest Bidder in the same five year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation;

vii) Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities;

viii) Certification and list of equipment owned and/or leased by the apparent lowest Bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate;

ix) Disclosure of any litigation (including copies of pleadings) in which the apparent lowest Bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years;

x) Disclosure of violations of the Prevailing Wage and Supplement Payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years;

xi) Disclosure of violations of the Worker's Compensation Law, including, but not limited to the failure to provide proof of Workmen's Compensation or

Disability coverage and/or any lapses thereof within the past five years;

xii) Disclosure of any criminal convictions, involving the apparent lowest Bidder, its officers, directors, and/or managerial employees, within the past ten years or criminal indictments or investigations within the past five years;

xiii) Disclosure of any violations within the past five years or pending charges concerning federal, state or municipal environmental and/or health laws, codes, rules and/or regulations;

xiv) Identification of all work to be subcontracted and all material to be supplied along with their approximate Contract value. All subcontractors and suppliers are subject to the approval of the County. The approval of subcontractors and suppliers shall be subject to the same evaluation of responsibility as their prime Contractor.

- C. Prior to a final determination that the apparent lowest Bidder is not responsible, the County will notify the Bidder of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest Bidder to appear and be heard, prior to a determination being made regarding his responsibility. Such hearing shall be conducted informally, and Bidder shall have no right to a formal evidentiary hearing or to the examination or cross-examination of witnesses at said hearing.

25. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by the County.

26. Arrears To County

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon debt or Contract and is not in default to the County as a surety.

27. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the

County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

28. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

29. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provisions. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure.

30. Conflicts Of Interest

The Contractor shall not, during the performance of the obligations under this Contract, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

31. Cooperation On Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

32. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

33. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the County and Contractor or any of Contractor's partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor,.

34. Publications And Publicity

A. The Contractor shall not issue or publish any book, article, report, or other publication related to the Products without first obtaining written prior approval from the County. Any book, article, report or other publication or printed matter related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk"

B. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

35. Copyrights And Patents

A. **Copyrights:** Any and all materials generated by or on behalf of Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts

and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work. This paragraph shall survive any completion, expiration or termination of this Agreement.

The County shall be deemed to be the author of all Work. The Contractor acknowledges that all Work shall constitute "work made for hire" under the U.S. copyright laws. To the extent that any Work does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work, that the Contractor may have or may hereafter acquire in the Work, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work in electronic or optical media, or in CD-ROM, on-line or similar format.

B. **Patents:** If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County,

and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for discovery or invention. This paragraph shall survive any completion, expiration or termination of this Agreement.

36. Lawful Hiring Of Employees Law In Connection With Contracts For Construction Or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction Site at all times. Employee sign-in sheets and register/log books shall be kept on the construction Site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction Site during such working hours.

37. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

38. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the

remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

39. OSHA Safety Certification

- A. Pursuant to Section 220-h of the NYS Labor Law, as to those contracts advertised after July 17, 2008, where the total cost of all work to be performed under the Contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of the Contract on the public work Site, either by the Contractor, sub-Contractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.
- B. Each Contractor, and/or subcontractor doing or contracting to do work contemplated by the Contract is responsible for maintaining proof of the certification required under Section 220-h of the NYS Labor Law for each laborer, worker, and mechanic employed in the performance of the Contract on the public work Site. Proof of certification shall be produced and made available for inspection at the work Site within 24 hours of any request for same by the County.

End of Text for Exhibit A

Exhibit B
Article IV
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other

remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with

respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "No responsible Bidder."

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or

governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Suffolk County Local Laws Website

Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.